

Solicitors' Journal & Reporter.

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CONTENTS.

JOURNAL.

CURRENT TOPICS:—

Mr. Justice Stephen	225
Transfer of Causes	225
Appeals from the Common Law Divisions	225
The New Bills of Sale Act	225
The "World" on the New Judges	225
The State of Business in the Common Law Divisions	225
LEADS:—	
The Bankers Books Evidence Bill, 1878	226
The Doctrine of Fletcher v. Rylands	227
REVIEWS	228
GENERAL CORRESPONDENCE	229
CASES OF THE WEEK	229
CONTRACTS	232
APPOINTMENTS, ETC.	232
SCOTLAND	233
LOCAL NEWS	234
ANNALS	235
QUARTER'S SUMMARY	235
LAW SOCIETY'S JOURNAL	235
GOVT. PAPERS	236
TRADE COMPANIES	238
LONDON GAZETTES, &c., &c.	238

NOTES OF CASES.

Juris, Ex parte	229
Fryer v. Wilson	230
Reserve Insurance Company, In re The	230
Carthagen v. Witherby	230
Lancaster-General v. The Great Eastern Railway Company	230
Gold Company, In re The	231
Pringle v. Glog	231
Hobbs's Cream Milk Company, Limited	231
Fisher v. Calvert	231
Muller v. Midland Railway Company	231

REPORTS.

Bell v. The North Staffordshire Railway Company (Div. Ct.)	263
Brock, Ex parte. In re Roberts (App.)	265
Greenfield v. Charlton (App.)	267
Gilbert v. Emden (App.)	262
"Harry Cuxon," The (Adm. Div.)	263
"Kathleen Mavourneen" and "Dermot Astor," Two Musical Compositions Entitled, In the Matter of. Ex parte Hutchings and another (Q. B. Div.)	261
Meyerhoff and another v. Froehlich (App.)	268
North and South Woolwich Subway Company, The, v. Pym (Ch. Div. V.C.B.)	269
Rosen v. Ramon. Re The Defendant Margarita Ramon (an Infant), and Bell Geo. 4, and 1 Will. 4, c. 68 (Ch. Div. V.C.M.)	260
Scully v. Earl of Dundonald (App.)	249
Tilley v. Harper (App.)	249
Whitman v. Hawkins (O.P. Div.)	262

CURRENT TOPICS.

MR. JUSTICE STEPHEN delivered a lecture on the study of the common law in the Inner Temple Hall on Thursday last, and took leave of his class. It is understood that some little delay is likely to arise in appointing a successor to the learned judge in the Professorship of Common Law at the Inns of Court.

THE LISTS OF APPEALS from the Queen's Bench, Common Pleas, and Exchequer Divisions, which were issued at the beginning of the present sittings, are being rearranged, and will shortly be issued as one list, showing the order in which the appeals were set down. These appeals will, when the Appeal Court sits at Westminster, be called on in the order in which they stand in the list, in accordance with the announcement recently made by Lord Justice Bramwell.

A TRANSFER of twenty-five causes from the list of the Master of the Rolls and twenty-five from the list of Vice-Chancellor Malins, making fifty causes in all, to the list of Vice-Chancellor Bacon has been decided upon, and

an early list of the transferred causes will be found in another column.

IT MUST BE ADMITTED that the experience of some three weeks' working of the new Bills of Sale Act has not been to show that either the reduction of the time allowed for registration, or the provision that within the seven days bills of sale shall have priority in the order of their registration, has tended to discourage the use of this kind of security. It has been stated that the daily average number of bills of sale registered during the first fortnight of the present year reached 126, the daily average last year being sixty-five. No one will be surprised that at the present time many people are anxious to borrow on bills of sale, but the fact that they should be able to find so many people willing to lend on this security under the new law shows either great confidence on the part of the lenders in the honesty of the borrowers, or, more probably, that country practitioners have discovered some simple mode of insuring the priority of bills of sale.

THE WRITER of an article in this week's *World* with regard to the appointment to the vacant judgeship, has portrayed the new judge as a man who worships the powers of the world and success, and illustrates his philosophy of life by obtaining promotion through mercenary writing in defence of the policy of the party in power. To any one who knows Sir James Stephen, and whose view is not wholly distorted by personal enmity of some sort, a more absurd description could hardly have been penned. We all act from mixed motives. If a man's conscientious views happen to square with his interests, he is naturally actuated by twofold considerations without the slightest imputation on his honour. The parliamentary career of professional men, for instance, cannot be entirely free from *arrière pensée*, and we venture to doubt if any public career ever is. People do not engage in public life from absolutely disinterested motives. This is an entirely different thing, however, from the suggestion that a man accepted a brief contrary to his convictions, or independently of them, to come forward as the public advocate of a war upon an understanding that he should be rewarded with a judgeship. The facts are obviously against the suggestion. As a mere matter of scheming policy, it is very unlikely Sir James Stephen would take the course suggested. It is considered in many quarters doubtful how another election may turn out, and, unless it can be suggested that Mr. Baron Cleasby's retirement was brought about as part of the plan, it was by no means clear that Sir James Stephen's letters might not have proved politically most fatal to him if a judgeship had not fallen vacant before the next election. We are not concerned to discuss the paltry sneer in the same article about the lameness of Sir James Stephen's addresses to juries—any one who has experience of the Midland Circuit knows his abundant powers of argument, at times rising to eloquence, especially when something of moral indignation at meanness or ignobility of any sort was involved—but we cannot pass by in silence the insinuation that a judge of the High Court owes his position to services as "a journalistic hack of the highest excellence."

WE WISH that before people committed themselves to hasty views as to the proper remedy for evils complained of in the state of business in the Common Law Divisions, such as that there should be an immediate creation of more judges, they would allow our experience of the working of recent changes to ripen a little. It is not a little astonishing that some people never seem to look back and learn to regard the present and future with some calmness by reference to the experiences of the

past. From the excited jeremiads which have appeared in various quarters, one would really think that there had never been a temporary block in the law courts before. Hands are held up in horror that there should not be sufficient judges available for sittings *in banc* when Hilary Sittings commence. The fact is, of course, that the existing arrangement is precisely the same as that which has always existed, with the exception that the intermission of the regular sittings *in banc* of the various Divisions during the circuits now takes place in the latter half of January and February instead of in March and the first half of April. Long custom, however, has familiarized people's minds with the spectacle of the full swing of business at Westminster during the part of Hilary Sittings which corresponds with the old Hilary Term, and consequently the intermission of business *in banc* at that time, instead of later, excites remark. After the circuits are over there will be a duration of sittings *in banc* far beyond what usually occurs, and we expect that when the long vacation arrives the state of business in the courts will be much the same as it would have been if the alteration in the time of the civil assizes had not taken place. We are very strongly of opinion, as we said last week, that the number of criminal assizes is now excessive, and that three would have been enough, but a step once made is difficult to retrace. Assuming, however, that the four assizes a year continue, and that civil business is everywhere taken in the winter, it appears to us premature to begin an outcry on the subject of deficient judge power. It is in the nature of law business to move in waves, and the only means of absolutely preventing arrears would be to have a very large margin of excess of judicial power. We do not believe that the public would be satisfied to pay for judges whose work would be generally very light, in order that in times of pressure all delay should be obviated. Of course, power may be so deficient as that the accumulations of the period of inflation are not disposed of during the subsequent period of depression. In such case, the block must continually be getting gradually worse. If that is the case, the necessity for an increase of power is indicated. But we are not convinced at present that this state of things exists.

There would, however, certainly appear to be a large list of actions at present awaiting trial in the metropolis, and under these circumstances, it does not seem to us desirable that the time of the few judges available should be applied very largely to sittings *in banc*. We do not believe the arrears of business *in banc* are really very serious or anything like alarming, and there is nothing which will not easily be disposed of in the long period available after the circuits; but the alteration of the times of the civil assizes has perhaps worked a little difficulty here. The experience of many years has always been that arrears of *banc* business existed at the end of Michaelmas and Easter Terms, and were to a very great extent disposed of in Hilary and Trinity Terms. There are always a considerable number of new trial motions after the circuits, and a good deal of time is, in one way or another, always expended in the beginning of each of the halves of the legal year in hearing motions, and consequently much way is not made with the regular papers, such as the new trial paper. The awkwardness of the new arrangement is that the arrears left at the end of Michaelmas Sittings are thrown over the circuits, and the parties interested are delayed somewhat longer. It is, however, practically very difficult as long as the circuit system continues to go on with the business *in banc* during the circuits. The counsel who are concerned in the business that comes from the country are absent on circuit, and it is almost impossible to go regularly through the papers. It seems to us that if practice motions constitute all the business that is to be heard, there can hardly be any necessity that a divisional court should sit every day, as was the case in the first week of the sittings.

THE BANKERS BOOKS EVIDENCE BILL, 1878.

In the session of 1876 an Act was passed entitled "The Bankers Books Evidence Act, 1876 (39 & 40 Vict. c. 48)," with the intention of "facilitating the proof of transactions recorded in the ledgers and account books" of the banks.

This Act, though, as far as we are aware, there is no reported case upon its provisions, seems not to have fulfilled the desires of its promoters. For in the present session a Bill to amend the law of evidence with respect to bankers' books has been brought in by Sir J. Lubbock and others, which begins by repealing the Act of 1876.

As the law stood before 1876, a litigant, in order to prove the one set of transactions in which he was concerned, could, and did, compel the production in court of books containing, besides the record of the transactions in issue, that of hundreds of others, to which a banker for his own protection as well as for the discharge of his duty to his customers was obliged incessantly to refer. Lord Mansfield was the first to lay it down that the books of the Bank of England "being of just concernment to the whole of the national creditors, the removal of them would be so inconvenient that copies of them might be received in evidence." The principle of this decision, it may be conceded, ought to be extended to the books of all banks, and this is the object of the Act under discussion.

Section 9, the first in logical order, aims at defining the records to which the Act is to apply. The institution of whose books a litigant desires to tender a copy must be a bank, and must make a return under 7 & 8 Vict. c. 32, s. 21, to the Commissioners of Inland Revenue. Unless the litigant can prove these two facts, he cannot avail himself of the Act. A bank, according to the interpretation clause, is a person, or partnership, or company, "carrying on the business of a banker." This cannot be said to be a happy definition, even if for "of a banker," we read "of banking." Still it is not without precedent. A similar expression is to be found in the 7 & 8 Vict. c. 32, s. 21, and the Court of Exchequer in a considered judgment (*Halifax Union v. Wheelwright*, 23 W. R. 704; L. R. 10 Ex. 183, p. 193) laid it down that "bankers" in 16 & 17 Vict. c. 59, s. 19, meant persons carrying on the business of bankers, and did not include a person receiving the money of others into his charge and paying it out by having drafts drawn upon him payable to order. What, then, is a banker? It may be urged that the class of traders to whom the Act will apply is practically defined by being limited to those who have returned themselves as bankers. But the Commissioners of Inland Revenue have no power to refuse to accept a return made to them by any one who chooses to style himself a banker; and as a penalty of £50 is inflicted on anyone who, being a banker, does not so return himself, it is safer for a trader to make than to omit making such a return. In fact, some institutions, having little of banking about them but the name, parade the fact of their making a return as evidence of their respectability. Not long since it was proved in court that an institution of which the principal, if not the only, business was advancing money on bills of sale, made returns under the Act; and the fact was dwelt on by the manager in his evidence as a proof of the position of the institution. Surely a Bill intending to confer a privilege on a body of traders ought to define more clearly who may be considered members of that body.

The Bill proceeds in section 9 to state that "expressions in this Act relating to bankers' books, include" (beside certain specified books) "all other books used in the ordinary business of the bank." Probably the words "expressions relating to" have slipped in by mistake; but what are the books used in the not ordinary business? It is required by section 4 that "a copy of an entry in a banker's book shall not be received

in evidence under this Act unless it be first proved that the book was, at the time of the making of the entry, one of the ordinary books of the bank"; an expression which differs from that of the interpretation clause and does not throw any light upon its meaning. Why should not the Act include all books belonging to the bank and containing entries of its business?

Two sections exempt bankers' books from compulsory production; by section 3, "A bank or any officer thereof shall not, in any legal proceeding, be compellable to produce any of the books of the bank except by order of a court or judge"; by section 6, "A banker or officer of a bank shall not, in any legal proceeding to which the bank is not a party, be compellable to produce in evidence any banker's book the contents of which can be proved under this Act, unless by order of a judge made for special cause, and no summons or other process shall issue or be enforced against a banker or officer of a bank to compel such production without such an order in a legal proceeding to which the bank is not a party." If the term "books of the bank" in section 3 is equivalent to "bankers' book" in section 6, the same term should have been used in both sections. If the terms are not equivalent, the difference should be better defined. The conjoint effect of the sections seems to be, that a judge's order will be always necessary to compel the production of "bankers' books"; but, where the bank is not a party to the proceedings special cause must be shown for making the order. It is further enacted (section 6) that, "In [gy. a] default by a party to the proceeding in giving the notices required by this Act shall not be deemed to be special cause for such an order." It is not clear what "notices" are here referred to. The only notice mentioned in the Bill is the written notice requiring proof of the return. It is perhaps useless to speculate on the meaning of the clause, but the penalty affixed may be so heavy in some cases that we cannot but hope the clause will be struck out altogether, leaving the judge to decide what facts justify him in making the order. If our conjecture as to the meaning of the two sections be correct, it is certainly possible to express it more clearly and in fewer words than is done in the Bill.

Copies of entries are to be obtained by virtue of section 7, which provides that a judge may order that any party to legal proceedings "be at liberty to inspect and take copies of any entries in a banker's book for any of the purposes of such proceedings." The order may be made *ex parte*, or, in the happy language of the section, "made either with [sic] or without summoning the bank or any other party." There can be no good reason why an order to inspect any entry in the account of a man who is not a party to the proceedings should be made *ex parte* or at any stage of the proceedings. We think the party seeking discovery should at least establish that all the entries he seeks to inspect in the account of a person not a party to the proceedings have a bearing on some one of the issues raised in such proceedings. The application could not then be made till after pleadings had been exchanged. Without some such safeguard it is difficult to see whose account or what entries would be safe from inspection; and the machinery of the Act might be turned to uses never contemplated by its promoters.

A copy having been made, the litigant, before he can use it at the trial, must prove (section 4) that the book was, at the time of making the entry, one of the ordinary books of the bank, that the entry was made in the usual and ordinary course of business, and that the book is in the custody or control of the bank. The Act authorizes the proof of these requisites by one of the partners or officers of the bank; that is, presumably, only so far as is within their own knowledge. It is conceivable that such persons may have a difficulty in proving the second, and perhaps the first of these requisites. In such a case a clerk (who is not an "officer" of the bank) can only depose to the entry, or the fact of its having been made,

if he have the original record before him in court; and the object of the Act will thus be defeated. Provision should certainly be made for this possible tenderness of conscience on the part of the partners or officers of the bank.

The copy, when proved (section 5) to be correct by some one who has examined it with the original, is (section 3) to "be received as *prima facie* evidence of such entry, and of the matters, transactions, and accounts therein recorded." Here, again, we think the language might be improved. The object of the Act is to make another exception to the rule of English law which compels the production of original documents when they are in existence. What is required therefore is to enact either that the copy shall be proof of the original entry and evidence of the matters, &c., in such original entry contained, or that the copy, when proved as directed in the Act, shall be admitted in evidence in like manner and to the same extent and effect as the original document would be.

On the whole, the Bill is not a favourable specimen of the science of parliamentary drafting, and it requires a re-settling far more thorough than it is likely to get in the course of passing through committee.

THE DOCTRINE OF FLETCHER v. RYLANDS.

There have been of late several decisions on curious little points arising between the owners or occupiers of adjoining closes, and they seem to illustrate the great difficulty there may often be in bringing cases as to the corresponding duties and liabilities of such owners and occupiers within general principles. There was the case, for instance, that we discussed some time ago, where a horse of the defendants' kicked up his heels close to a fence, and his heels having protruded beyond the fence over the ground of the plaintiff struck the plaintiff's mare and injured her. It was held that no question of contributory negligence could arise, because the protrusion of the horse's heels over the land was a trespass. This ground of decision did not strike us as substantially satisfactory to any but a very technically disposed mind. Again, recently, there was a case in which the occupier of land was held responsible because he had on his land a wire fence, which becoming decayed, dropped in pieces, and the pieces were eaten by a neighbour's cow.

The case of *Crowhurst v. The Amersham Burial Board* (27 W. R. 95, L. R. 4 Ex. D. 5) raised another quaint point. A burial board, no doubt actuated by a laudable desire to provide their burial ground with appropriate sepulchral embellishments, planted therein, about four feet distant from the railings, a yew tree, which grew through and beyond their railings so as to project over an adjoining meadow, which was hired by the plaintiff for pasture. The plaintiff's horse feeding in the meadow ate of that portion of the yew tree which projected over the meadow and died in consequence. It was held that the defendants were liable for the value of the horse. It is necessary, in order correctly to appreciate the decision, to distinguish sufficiently between the question whether the act complained of was tortious, and the question what particular class of action for tort the case came under in relation to the damages claimed. In these cases it has become customary always to refer to the statement of the law in *Fletcher v. Rylands* (14 W. R. 799, L. R. 1 Ex. 279) where it is laid down that the true rule of law is that the person who, for his own purposes, brings on his land and collects and keeps there anything likely to do mischief if it escapes, must keep it in at his own peril, and if he does not do so is *prima facie* answerable for all the damage which is the natural consequence of its escape. Now it seems to us that, taken in connection with the facts of the case in *Fletcher v. Rylands*, that exposition of the law is perfectly correct, but the indiscriminating application of the doctrine

without reference to the class of damage complained of is fraught with possibilities of confusion and error. It is no doubt true that where the mischief done is the proximate result of the escape of the dangerous thing, the defendant is liable quite independently of any negligence on his part. The action is in the nature of an action of trespass. But where damages arise which are not the proximate result of the defendant's acts, but of intervening acts on the part of the plaintiff, different considerations arise. It does not follow that the damages are too remote; but the action in such cases is not, properly speaking, the same as a simple action of trespass when the direct consequences of the defendant's act are complained of. It has always been laid down in the old books that the action which complains of the non-proximate damages resulting from a trespass—where, to use the ancient language, the damage is laid with a *per quod*—is an action on the case. In actions on the case other considerations come in than those involved in a simple action of trespass. And herein the ancient formal distinction is expressive of a substantial difference. It seems to us that in such actions questions as to contributory negligence may be involved. The decision in *Crowhurst v. Amersham Burial Board* was, upon a special case, stated on an appeal from a county court judge, and the county court judge found as a fact that there was no negligence on the plaintiff's part. The court dwelt on this circumstance. They say "it is also found that he (the plaintiff) was not aware of the existence of the yew trees, and we think it must be taken that any such negligence on the part of the plaintiff as would disentitle him to recover is negatived. The mere fact that the plaintiff saw the horse in the field would go for nothing, and we do not think he was bound to examine all the boundaries so as to see that no tree likely to be injurious to his horse was projecting over the field he had hired."

It is obvious to any one on consideration that the question whether there is negligence on the plaintiff's part must intervene in any case where acts of the plaintiff intervene between the act of the defendant and the damage. In many cases, this consideration could hardly be overlooked; but it seems to us possible that in some cases it might, and therefore it is necessary to advert to it in estimating the effect of the decision in *Crowhurst v. Amersham Burial Board*. Any restriction upon my use of my land caused by the defendant's act would form a ground for damages in an action of trespass, but it does not follow that I am entitled to use my land so as negligently or voluntarily to incur damage, and thus throw the consequences on him. Suppose my neighbour wrongfully digs a hole on my land, it does not follow that, with knowledge of its existence, I am entitled to go walking about on my land in the dark, and to bring an action against him because I fall into the hole. It would seem to be a question for the jury, taking all the circumstances into consideration, whether my conduct had been reasonable, or whether my own folly or negligence had conduced to the damage. There might be circumstances under which it was necessary or reasonable that I should incur the risk, or I might have wantonly and unnecessarily incurred it. We are not disposed to quarrel with the finding of the county court judge on this head.

The result was a little hard on the defendants. The damage was almost a pure accident, but of the two parties perhaps it was just that the defendants should suffer. All considerations of negligence being out of the way, the case simplified itself into the mere question whether a tort was committed. Now, if the act of an animal with an independent will, like a horse, in kicking his heels over a neighbour's land, is a tort, *a fortiori* the growing of the tree over the plaintiff's land would seem to be tortious, but we do not rely on that consideration, because we are not much in love with the idea that every time A's cow looks over B's fence there is a trespass committed. The proper way of putting it is, no doubt, that yew leaves are a thing likely to do mis-

chief, to use the words of the proposition in *Fletcher v. Rylands*. The only doubt that arises to our mind is from the very restrictedly dangerous character of the yew leaves. They could only be dangerous in the single contingency of animals eating them. It is not the sort of dangerousness that exists in large masses of water, or fire, or noxious things calculated to produce nuisances which operate destructively or noxiously without any intervening act. The dangerousness arises out of very special circumstances, and one might imagine many rather difficult questions arising of a similar nature. Suppose I hang out a red cloak to dry and the wind (not a hurricane, but a moderate wind, such as I might reasonably have anticipated) blows it on to my neighbour's pasture land. Now, it is notorious that bulls are apt to be infuriated by red rags. Suppose my neighbour's bull, at the sight of my red cloak, losing all control of his temper, proceeds to tear about and damage himself, am I responsible? Assuming the dangerousness of the red cloak and that of the yew leaves to be similar, the cases in other respects are very much alike.

We do not suggest that the decision in *Crowhurst v. Amersham Burial Board* is wrong, but we wish to point out that the question what is "anything likely to do mischief" within the doctrine of *Fletcher v. Rylands* may often be a delicate one; and it ought not to be too hastily assumed that, because a thing under very special circumstances has done mischief, it would fall within the doctrine alluded to.

Reviews.

STUDENTS' LEADING CASES.

THE STUDENT'S LEADING CASES. By JOHN F. HAYNES, LL.D. London: Stevens & Sons.

This is an interesting compilation which has merit enough to make us wish that it had more. The plan is to give a short account of the leading case upon a point, and to append brief notes of other decisions illustrative of or bearing upon the principal one. The advantages of a book of this kind to a student are obvious. The application of the law to facts is what he does not find in text books; his attention is arrested, and his memory assisted, by the same means which lawyers in practice must continually employ. Then the notes may furnish a suggestion of the mode in which the various portions of the law can be grouped round particular principles and authorities; giving a key to the historical development of the subject—perhaps upon the surface the most interesting aspect of law—as well as indicating a mode in which the mind can conveniently receive and retain a vast mass of material.

Thus we consider Mr. Haynes' book to be one of a very praiseworthy class; and we may say also that its editor appears to be a competent man. He can express himself with clearness, precision, and terseness. From the frame of the greater part of the book it is obvious that he has understood the method such a work should follow, and the objects it should aim at. Unfortunately he has not pursued an excellent way uniformly. When nothing more is stated of a "leading case" than the proposition of law that it establishes or illustrates, then we think that as a rule the proposition might well have been either relegated to a note or left to its place in the text-books. Mr. Haynes has treated his leading cases in this way more frequently than in our judgment was justifiable, unless his book was to partake of the nature, and the condemnation, of a cram book. Then, again, his law is not always reliable. For instance, on the subject of domicile he not only does not refer to the well-known case of *Udny v. Udny* (L. R. 1 H. L. Sc. App. 441) in which the House of Lords overruled the doctrine of *Munroe v. Douglas* (5 Mad. 379); but he actually prints the latter as a leading case. He refers to the recent cases of *Tom-*

Jones v. Saffery (26 W. R. 62) and *Ex parte Fletcher* (26 W. R. 439), not stating happily or usefully the real points which they decided.

It is, perhaps, rather censorious to complain of specific omissions in a book of such moderate dimensions as the present; but it is impossible to say that the cases or topics are throughout very well selected when we find no mention of such cases as *Jordan v. Money* (5 H. L. C. 135), *Rawson v. Samuel* (Cr. & Ph. 161), *Middleton v. Pollock* (L. R. 2 Ch. Div. 100)—we specify this because we do find notes of some length upon fraudulent preference, and upon the statute of 13 Eliz.—*Clayton's case* (1 Mer. 575); no reference, in the eleven or twelve pages devoted to specific performance, to the effect of delay, and no allusion to the extension and limitations which have been given by subsequent decisions to the rule in *Ex parte Waring* (19 Ves. 345), which case might, indeed, we allow, have been omitted altogether with some appearance of reason.

Our impression of the book as a whole is that it may be very usefully employed under the guidance of a teacher, or by careful students with opportunities of reference to the best text-books or reports; but that, under other conditions, its use would not be very desirable. We are clear, however, that the editor has not, in the work as it stands, done himself justice, and that, by omitting many of the more scantily-stated cases, and introducing fresh matter, he could give us an elementary work of conspicuous merit.

General Correspondence.

COMMON LAW JUDGES' CHAMBERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Certain regulations were recently promulgated for the despatch of business at these chambers, but the result is not so satisfactory as might be desired.

Judges' summonses (not attendable by counsel) are returnable (twenty an hour) from eleven until two p.m., at the latter time summonses attendable by counsel are taken or supposed to be taken. The judge rises for lunch about half-past one, and as the counsel list invariably occupies the rest of the judicial day (until about four p.m.) there is little chance of more than fifty applications (contested) being dealt with in one day, and those undisposed of necessarily stand adjourned to head the list another day when a judge is in attendance.

For this day wasted the solicitor is entitled to 6s. 8d., in an agency case to half that amount only.

One hundred applications (contested applications only appearing in the judges' list) is a small percentage considering the large number of suits commenced and progressing, which former in 1876-7 were 56,152.

But this is not the worst feature of the new system.

One of the judges' clerks, by arrangement between themselves, has charge of the list, and fixes the return of all summonses whether for hearing before master or judge. The result is a terrible block in issuing summonses. It works thus: I go to one of the judges' clerks in either Division—Common Pleas, Queen's Bench, or Exchequer; after waiting my turn and following up a line of about twenty persons also waiting for summonses, orders, &c., I get from the clerk a blank form of summons. I then fill it up; take it to the clerk in charge of the list, again waiting my turn; get the hour fixed for its return, whether for judge or master (judges' summonses only being entered in the list for hearing, masters' cases being heard as in the old bear-garden style). I return to the clerk who is to issue the summons, again waiting my turn, and have the summons stamped and sealed. This entitles the solicitor to the large remuneration of 3s.

The average time occupied in obtaining a summons is one hour. If I want a summons out of each Division the delay is further increased.

In addition to these difficulties, the judge's list is so choked that recently no summonses could be made returnable at a less interval than seven days. As in many instances time is of the utmost importance, this virtually amounts to a denial of justice, and to a wealthy country like ours, is, in my humble opinion, simply disgraceful.

To avoid these difficulties, I would suggest the attendance at chambers of two judges daily, or on alternate days, and that one clerk in each Division should have charge of the masters' list, and an extra clerk have the judges' list.

There is another matter I may mention, it is this: I manage to get all my summonses returnable at one hour, but my several opponents get theirs returnable at all hours, so that I may have to remain at chambers—to the almost entire exclusion of other appointments—from half past ten until four. I might suggest that the half hour's grace allowed on attending masters' summonses should be only a quarter of an hour for either party.

A SOLICITOR'S CLERK.

Cases of the Week.

BANKRUPTCY ACT, 1869, s. 28—COMPOSITION WITH BANKRUPT—ANNULMENT OF BANKRUPTCY—SUBSEQUENT DISCOVERY OF CONCEALED PROPERTY OF BANKRUPT—DISCHARGE OF ANNULMENT ORDER—RIGHTS OF CREDITORS.—In a case of *Ex parte Jarvis*, before the Court of Appeal on the 16th inst., a question arose as the rights of a secured creditor of a bankrupt under the following circumstances:—The adjudication was made on the 27th of September, 1870. By the statement of affairs of the bankrupt, who was a farmer, it appeared that he had no property except his farming stock and growing crops of which he had given a bill of sale to a creditor named Jarvis to secure a debt of more than £2,000. At the time when the adjudication was made Jarvis was in possession under his bill of sale. Objections were raised to its validity, mainly on the ground that the bill of sale, which had been executed in the previous year, did not comprise the crops growing on the bankrupt's farm at the time of the bankruptcy, but only those which were growing at the date of the bill of sale. Ultimately Jarvis offered to pay to the trustee in bankruptcy £620, the value of the growing crops. On the 25th of October, 1870, a meeting of the creditors was held, under section 28 of the Act, and it was resolved by the proper statutory majority that the offer of Jarvis should be accepted; that the bankruptcy should be thereupon annulled; and that Jarvis should release his claim upon the bankrupt's estate, and the bill of sale should not be disputed by the trustee. These resolutions were afterwards approved by the court, and on the 19th of July, 1871, upon a report by the trustee that the terms of the resolutions had been completed to his satisfaction, an order was made annulling the adjudication. The £620 was divided among the creditors other than Jarvis. Jarvis realized his security, but did not obtain sufficient to pay his debt in full. In the year 1876 it was discovered that the bankrupt was at the date of the adjudication entitled to a valuable reversionary interest. He had not mentioned this interest in his statement of affairs, and neither Jarvis nor any of the other creditors were aware of its existence. Upon the discovery being made, one of the creditors applied to the county court in which the adjudication had been made and obtained an order discharging the order of annulment, and directing that the bankruptcy should forthwith proceed as if that order had not been made. The trustee received upwards of £700 in respect of the reversionary interest, which had fallen into possession. Jarvis then claimed to prove for the unpaid balance of his debt. His claim was opposed by the other creditors, and the judge held that the proof ought to be rejected. The Chief Judge affirmed this decision, holding that Jarvis had conclusively released the bankrupt's estate. The Court of Appeal (James, Bagge, and Bramwell, L.JJ.) held that the proof ought to be admitted. James, L.J., said that the order discharging the annulling order had entirely destroyed the resolutions of the 25th of October, and had remitted every one of the creditors to his original

position. Jarvis had done nothing more than act upon the common mistake which he and the other creditors fell into, and he was now remitted to his original rights equally with them.

CONTRACT TO PURCHASE A BUSINESS—MISREPRESENTATION OF VALUE.—In a case of *Pryor v. Wilson*, before the Court of Appeal on the 17th inst., the action was brought to set aside a contract for the purchase of a business, on the ground that the defendant had misrepresented its value. He had represented that the gross returns were nearly £50 a week, whereas his books showed that the returns were only about £42 a week. Jessel, M.R., held that this was not such a misrepresentation as entitled the plaintiff to set aside the contract, and the Court of Appeal (James, Baggallay, and Bramwell, L.J.J.) affirmed the decision.

PRACTICE—EXTENSION OF TIME FOR APPEALING—MISTAKE—ORD. 58, R. 15.—In a case of *In re The Sceptre Insurance Company*, an application was, on the 18th inst., made to the Court of Appeal for an extension of the time for appealing from the dismissal by Bacon, V.C., of a creditor's petition for the winding up of the company. The case is deserving of a note mainly because of a difference of opinion between the members of the court with regard to the principle upon which such applications ought to be dealt with. The Vice-Chancellor's order was made on the 20th of November, and on the same day the petitioner's solicitor wrote to the company's solicitor—"My client is advised to appeal, but, before he does so, as there was most ample evidence of his claim, I shall be obliged by your informing me whether the company have any offer to make to him." The company made no offer, and notice of appeal was given, but not till after the expiration of twenty-one days from the making of the order. There had been considerable delay in the drawing up of the order, and it was not entered till after the 21st of December. There was no evidence in support of the application except the above-mentioned letter. It was urged that there was as good ground for extending the time as there was for setting aside the judgment obtained at the trial in the case of *Burgoin v. Taylor* (26 W. R. 436, 568, L. R. 9 Ch. D. 1, 22 SOLICITORS' JOURNAL, 445). James, L.J., said, as he has often said before, that the respondent had a vested right to retain his order, unless it could be shown that he had done anything to mislead his adversary. Bramwell, L.J., said that he took an entirely different view. He thought that the appellant had equally a vested right to an indulgence in a proper case. His lordship could not understand there being any vested right in the order, unless subject to the power of the court to grant an indulgence. This had often been done by the Court of Appeal at Westminster. The appellant's counsel then urged that the letter of the 20th of November was in substance a notice of appeal, relying upon the case of *In re West Jewell Tin Mining Company* (L. R. 8 Ch. D. 806, 22 SOLICITORS' JOURNAL, 682), where it was held that a notice, "Take notice that it is the intention of L. to prosecute an appeal," was a sufficient notice of appeal. The court (James Baggallay, and Bramwell, L.J.J.), however, declined to adopt this view, and they unanimously held that no sufficient ground had been shown for extending the time. But Bramwell, L.J., said that he should be differing from an opinion which he had expressed over and over again, and which he still entertained with the greatest confidence, if he did not say that, where the court was satisfied there had been a mistake, and there was no *malice fides*, and no injury would result to the other side which could not be compensated by the payment of costs or otherwise, he thought an indulgence ought to be granted. That was his opinion, but, of course, the contrary decisions which had been come to could only be overruled by the House of Lords.

PRACTICE—RENEWAL OF WRIT—DISCRETION OF JUDGE OF FIRST INSTANCE—APPEAL—ORD. 8, R. 1—ORD. 57, R. 6.—In a case of *Charrington v. Witherby*, before the Court of Appeal on the 15th inst., a question arose as to the propriety of an order which had been made (in effect) for the renewal of the writ more than two years after it had been issued. The original writ was issued on the 9th of May, 1876, claiming an account from ten defendants and payment by them in respect of an alleged joint liability to the plaintiff. One of the defendants was an officer in the army, and was out of

the jurisdiction. The statements of defence of the other nine defendants were all delivered in November, 1876, the last of them on the 21st of November, and the plaintiff delivered his reply on the 20th of January, 1877. Up to this time the plaintiff had not applied for leave to serve the tenth defendant out of the jurisdiction. In July, 1877, more than twelve months from the issue of the original writ having elapsed, the plaintiff obtained *ex parte* leave to issue a concurrent writ for service on the tenth defendant, and sent it to India where he then was. Finding, however, that he was then absent from his regiment on leave and was travelling about, and that it would cost a large sum of money to serve the writ on him, the plaintiff's solicitors, in September, 1877, instructed their agents in India to wait until the defendant returned to his station. No attempt was, however, made to serve him, and on the 22nd of July, 1878, the plaintiff obtained from Malins, V.C., in chambers, an order giving him liberty to issue a new writ in the action for service on the tenth defendant. The order also provided that the plaintiff should pay the other nine defendants' costs of the application, and that all further proceedings in the action should be stayed until service of the writ on the tenth defendant should have been effected, and the time limited by the writ for appearance thereto should have expired. On the 28th of November two of the nine defendants moved before the Vice-Chancellor in court to discharge the order of the 22nd of July, and the application was refused, with costs. From this refusal the two defendants appealed. In support of the appeal it was urged that the order was altogether irregular, because, instead of renewing the old writ, it gave leave to issue a new writ. But the Court of Appeal (Jessel, M.R., and Baggallay and Bramwell, L.J.J.) said that this was only a matter of form, and that the order must be treated as in effect allowing a renewal of the original writ. It was then urged that the circumstances were not such as to justify the exercise of the power given to the court by the rules after the expiration of twelve months from the date of the issue of the original writ. In particular it was urged that the appellants ought not to have the action kept hanging over them, and that, the demand being a joint one, the plaintiff could equally well proceed in the absence of the tenth defendant. The Master of the Rolls said that the appeal was from the exercise of a discretionary power, and it was of the utmost importance to discourage appeals on little points of practice which did not substantially affect the position of the parties. There ought to be some very strong ground to induce the Court of Appeal to interfere with the exercise of the discretion of the judge of first instance. Moreover, the order was made in chambers, where a great deal took place not on oath which had its effect on the mind of the judge, which could not be brought before the Court of Appeal, and which, indeed, it was impossible for the parties to recollect. Considering the great importance of not interfering, unless for very clear and cogent reasons, with the discretion of the judge of first instance with regard to a point of practice, the appeal ought not to be entertained. Baggallay, L.J., said that he should have been better satisfied if the Vice-Chancellor had refused the application, because he thought it of great importance that the times fixed by the rules should be observed, unless very good ground was shown for altering them. But he fully concurred with what the Master of the Rolls had said about interfering with an exercise of discretion by a judge of first instance. Bramwell, L.J., concurred in this view, though he said that probably if the case had come before him originally he should have required some better reason to be given for renewing the writ.

APPEAL—TIME—INTERLOCUTORY ORDER—MOTION FOR JUDGMENT ON ADMISSIONS IN PLEADINGS—ORD. 40, R. 11—ORD. 58, R. 15.—Upon the opening before the Court of Appeal, on the 21st inst., of an appeal in a case of *The Attorney-General v. The Great Eastern Railway Company*, the preliminary objection was taken that the appeal was too late. It was said that the order appealed from was an interlocutory one, and the notice of appeal had not been given within twenty-one days. The action was an information to restrain the defendant company from letting locomotive engines for hire to another company. The relators moved, under rule 11 of order 40, for judgment on admissions in the statement of defence, and on this motion they asked for and obtained all the relief they had claimed in their statement of claim. It was admitted that this order was as final as it could be in its operation; but

It was urged that it was in form an interlocutory order, and that therefore it could only be appealed from within twenty-one days. And reliance was placed upon the decision in the case of *The Standard Discount Company v. La Grange* (26 W. R. 25, L. R. 3 C. P. D. 67). The court (James, Baggallay, and Bramwell, L.J.J.), however, held that the order was as much a final order as if it had been obtained in any other way, and that consequently the appeal was in time.

COMPANY—WINDING UP—JURISDICTION—PETITION BY SHAREHOLDER AFTER RESOLUTION TO WIND UP VOLUNTARILY—COMPANIES ACT, 1862, s. 145.—In a case of *In re The Gold Company*, before the Court of Appeal on the 20th inst., the question arose whether the court has any jurisdiction to make a compulsory winding-up order on the petition of a contributory after the company have resolved upon a voluntary winding up. It did not become absolutely necessary to decide the point, because the court (James, Baggallay, and Bramwell, L.J.J.) came to the conclusion that, if the jurisdiction existed, the case was not one which called for its exercise. But James, L.J., said that, if the matter had been *res integra*, he thought he should have come to the conclusion, upon the construction of the Act of 1862, that a voluntary winding up was an insuperable bar to the making of a compulsory order on the petition of a contributory. Baggallay, L.J., without expressing a decided opinion, said that he had a strong bias in favour of the view that, after a voluntary winding up, a shareholder could not petition for a compulsory winding up.

RIGHT OF SET-OFF—COSTS AND DEBT PAYABLE UNDER AWARD—SOLICITOR'S LIEN.—In a case of *Pringle v. Gloag*, before the Master of the Rolls, on the 17th inst., a question arose as to whether there was a right of set-off, under the following circumstances:—By an award (which had been made a rule of court), the plaintiff, Pringle, was ordered to pay the defendant, Gloag, a sum of £37 18s., and Gloag was ordered to pay Pringle certain costs. These costs were subsequently taxed at £52 12s. 2d., and Gloag offered to pay Pringle's solicitor the balance of £14 15s. 6d., contending he was entitled to set off the amount payable by him for costs against the amount payable to him by Pringle. Pringle had disappeared, and his solicitor, contending there was no right of set-off, was about to issue execution for the taxed costs payable to him. A motion was made in the action, to compromise which the award had been taken, to restrain this proceeding. The Master of the Rolls was of opinion that the two amounts might be set off one against the other—the solicitor's lien being subordinate to the rights of the parties, just as in *Cooper v. Badger* (4 Hare, 725). The two sums here were all part of one account, and the ultimate balance, in his opinion, should only be payable. This distinguished the case from *Ex parte Cleland* (L.R. 2 Ch. 808), where the amount payable for costs was an antecedent matter. If he did not so decide, he should be making the winning party pay the wrong party his costs, and there was really no injustice to the solicitor, who should not have trusted an insolvent party.

COMPANY—VOLUNTARY LIQUIDATION—SUPERVISION ORDER ON THE APPLICATION OF THE VOLUNTARY LIQUIDATOR—COMPANIES ACT, 1862, s. 147.—In a case of *Hooker's Cream Milk Company (Limited)*, before the Master of the Rolls, on the 18th inst., the company, in December, 1878, had passed a resolution for a voluntary winding up, and a liquidator had been appointed. The voluntary liquidator now petitioned in the name of the company for a supervision order, with the consent of certain of the creditors and contributories. The Master of the Rolls made the usual supervision order.

EQUITABLE ASSIGNMENT.—SHARE OF LEGACY.—STAMP ACT, 1870, ss. 16, 17, s. 48, sub-sections 1, 2.—BILL OF EXCHANGE.—STAMPING SUBSEQUENT TO EXECUTION.—In a case of *Fisher v. Calvert*, before the Master of the Rolls, on the 20th inst., a question arose whether a document was an equitable assignment, and so capable of being stamped after execution, or a "bill of exchange" within the defini-

tion of section 48, sub-sections 1 and 2, of the Stamp Act, 1870, and so absolutely void for all purposes if not stamped at the time of execution. By the Stamp Act, s. 48, sub-section 1, "bill of exchange" is (*inter alia*) to include "any document in writing (except a bank note) entitling or purporting to entitle any person, whether named therein or not, to payment by any other person of any sum of money therein mentioned." By sub-section 2 "an order for the payment of any sum of money out of any particular fund which may or may not be available, or upon any condition or contingency which may or may not be performed or happen, is to be deemed for the purposes of the Act a bill of exchange for the payment of money on demand." The document in question was as follows:—"To A. B., and all others whom it may concern. I hereby authorize and direct you as trustee of the last will of C. D., deceased, to pay to Messrs F. and G., or their order, the sum of £140 out of moneys now due, or hereafter to become due to me, under the will of my late father, the said C. D., and before making any payment to me thereon. Dated this ——. Signed E. D." This document was served on the defendant A. B. by the plaintiffs F. and G., but A. B. subsequently to the receipt of the notice had paid over a sum of £61 to E. D. under the trusts of C. D.'s will. The action was brought to recover the amount from A. B. and E. D. who was insolvent. The contention for the plaintiff was that the document was an equitable assignment and could be now stamped on its production in court, on the authority of *Brice v. Bannister* (26 W. R. 670, L. R. 3 Q. B. D. 569), and *Buck v. Robson* (26 W. R. 804, L. R. 3 Q. B. D. 686). For the defendants, on the other hand, it was urged that the document came either within the 1st or 2nd sub-section of the above section and could not, as not being stamped as a bill of exchange, be used for any purpose. They relied on *Ex parte Shellard* (23 W. R. 152, L. R. 17 Eq. 109). The Master of the Rolls was of opinion that some limitation must be put upon the words of the section, as otherwise the 1st sub-section would include all covenants for the payment of money, even those in a lease for rent, and the 2nd sub-section might even include a will under its large words. It was unnecessary for him to consider what the extent of the limitation must be, as in the case before him he considered *Buck v. Robson* exactly in point. The effect of that decision, taken with that of the Appeal Court in *Brice v. Bannister*, was that this document was an equitable assignment, and could be now stamped as such on payment of the penalty required by section 17.

COMPANY—WINDING-UP PETITION—COSTS OF CREDITORS SUPPORTING PETITION—COUNSEL NOT ACTUALLY PRESENT WHEN ORDER MADE.—In a case mentioned to the Master of the Rolls on the 20th inst., an *ex parte* application was made that the costs of appearance of certain creditors who supported a winding-up petition might be allowed in the usual way. The petition had come on in December and had stood over for a week to enable the petitioner's debt to be paid. This, however, was not done and the winding-up order was made on the 21st ult. Counsel for creditors of large amount who had been present on the first hearing was not actually present to ask for his costs when the order was made, and the registrar had accordingly refused to allow the appearance. The Master of the Rolls said that the application ought to have been made upon notice; under the circumstances, however, he would allow the appearance, unless the other parties objected before the registrar.

RAILWAY COMPANY—RIGHT OF TO DEAL WITH LAND ACQUIRED FOR THEIR UNDERTAKING—GRANT OF PERPETUAL RIGHT OF WAY OVER LAND ACTUALLY USED FOR RAILWAY—"SUPERFLUOUS LAND"—LANDS CLAUSES ACT, 1845.—RAILWAY CLAUSES ACT, 1845.—In a case of *Mulliner v. Midland Railway Company*, before the Master of the Rolls on the 21st inst., an important question was argued as to the right of a railway company to grant an unlimited right of way through a certain arch over which the railway ran, and on which one of their stations was partly built. The railway was constructed by another company under their special Act, which was in the usual form, and which gave the defendants, the Midland Company, power to enter into working agreements with the

former company. On the completion of the line it was taken over by the defendant company and was now worked by them. On either side of the station certain superfluous land was sold to the contractors by the constructing company, who gave the contractors an unlimited right of way from one piece to the other by an occupation road, and also to the piece on one side through one of the arches on which the station was built. The defendant company now required this arch for the purpose of working their line, and intended closing it up so as to cut off the plaintiff's right of way, he having bought the two plots of land with all rights of way from the contractors. The defendants contended that the constructing company had no power to grant an unlimited right of way in the way they had done, and that the grant was wholly bad. The Master of the Rolls, in an exhaustive judgment, dealt with the general rights of railway companies over land acquired for the purposes of their undertakings. Except in the cases pointed out by the general Acts, he considered a railway company had no power of alienating such land. This arch could in no sense come under the term superfluous land, it being exactly to his mind the same as if the railway had been constructed on an embankment. The land had been acquired for one purpose, and any alienation for another purpose was wholly void. The fact that another company was working the railway made no difference, because the original company could give no title to their contractors, and the plaintiff must be taken to have bought with notice of this fact. The plaintiff's case, in his opinion, failed, and he dismissed the action, with costs.

Obituary.

MR. AUGUSTUS CHARLES VELEY.

Mr. Augustus Charles Veley, solicitor and notary, of Booking and Braintree, died on the 19th inst. after a very long illness. Mr. Veley was born in 1815, and was admitted a solicitor in 1836, and soon afterwards commenced to practice at Braintree and Booking in partnership with the late Mr. John Cunningham, and afterwards with Mr. John Cunningham, junior, but for many years he had been associated with Mr. Augustus Cunningham, who is registrar of the Braintree County Court, and clerk to the Local Board and Burial Board. Mr. Veley had a large private practice. He was a notary public and a perpetual commissioner for Essex, and held several important public appointments. He was clerk to the county magistrates for the Freshwell and South Hincford Divisions, clerk to the governors of Felsted Grammar School, and registrar of the archdeaconries of Essex and Colchester. He was for many years joint registrar of the diocese of Rochester, and since the creation of the see of St. Albans he had been registrar of the last-named diocese. Mr. Veley was a Conservative, and a warm and liberal supporter of all church institutions. He was for many years churchwarden of the parish of Braintree, and will be remembered as a party in the celebrated suits of *Burder v. Veley*, *Gosling v. Veley*, &c. known as the Braintree church rate cases.

MR. T. GOOLD.

Mr. T. Goold, solicitor, of Newnham, died at his residence at that place on the 10th inst. Mr. Goold was born in 1829, and was admitted a solicitor in 1856, and had practised for over twenty years in the town of Newnham. During a part of that time he was in partnership with Mr. Maurice Frederick Canter, the clerk to the magistrates at Newnham. Mr. Goold had been for several years deputy-corer for the Dean Forest Division of Gloucester, and had a good private practice, but he was also widely known on account of his political views, being a leading member of the Liberal party, and a supporter of Nonconformist and temperance principles. He was proprietor of some extensive collieries in the district, and had been for some time chairman of the Forest of Dean School Board, as well as a member of the Newnham Local Board and the Westbury-on-Severn Board of Guardians. Mr. Goold was buried at Newnham on the 15th inst., his funeral being attended by many private friends as well as by representatives of the order of Good Templars.

Appointments, &c.

Mr. WILLIAM BINDON BLOOD, solicitor, of Witham, has been appointed Deputy-Coroner for the Northern Division of the County of Essex. Mr. Blood is the son of the late Mr. Joseph Howell Blood, solicitor. He was admitted in 1865, and is clerk to the magistrates at Witham and superintendent-registrar.

Mr. WILLIAM ROBERT DAVIES, solicitor, of Dolgelly, Merioneth, has been appointed a Perpetual Commissioner to take the Acknowledgments of Deeds by Married Women for the County of Merioneth. Mr. Davies is clerk to the Guardians and to the Rural Sanitary Authority, School Attendance Committee, and Assessment Committee of the Dolgelly Union, and is vestry clerk, clerk to the Local Board of Health, and Clerk to the Commissioners of Taxes at Towy, in the county of Merioneth.

Mr. JAMES TRESILIAN DAVY, solicitor, of Ottery St. Mary, has been appointed a Perpetual Commissioner for Devonshire for taking the Acknowledgments of Deeds by Married Women.

Mr. JAMES HERMAN DE RICCI, barrister, has been appointed Chief Justice of the Bahama Islands. Mr. De Ricci was called to the bar at the Middle Temple in Michaelmas Term, 1872. In 1875 he was appointed as the first Attorney-General of the Fiji Islands, and he has since held the office of substitute procureur and Advocate-General for the Mauritius.

Mr. ARTHUR JOHNSON HUGHES, solicitor, of Aberystwith, has been elected County Treasurer for Cardiganshire. Mr. Hughes is also clerk to the county magistrates for the Aberayron Division and to the Aberystwith Burial Board. He was admitted a solicitor in 1870, and is in partnership with his father, Mr. Hugh Hughes, who is clerk to the Aberystwith Board of Guardians, Highway Board, Assessment Committee, and Sanitary Authority, vestry clerk, treasurer of the Aberystwith Corporation and superintendent registrar, clerk to the county magistrates for the divisions of Upper Har and Lower Gneu'rglyn; and with his brother, Mr. Hugh Hughes, junior.

Mr. GEO. W. H. JANEWAY has been appointed a Commissioner for administering Oaths in the Supreme Court. Mr. Janeway was admitted in 1863, and has been for some years past a member of the firm of Torr, Janeways, & Co., of Bedford-row.

Mr. WILLIAM GLOVER MACE, solicitor (of the firm of Munn & Mace), of Tenterden, has been appointed a Perpetual Commissioner for the County of Kent for taking the Acknowledgments of Deeds by Married Women.

Mr. GEORGE FERRIS WHIDBORNE MORTIMER, solicitor, of Romsey and Lyndhurst, has been unanimously elected Clerk to the County Magistrates at Romsey, in place of his senior partner, the late Mr. William Stead. Mr. Mortimer is also town clerk of Romsey and clerk to the Borough Magistrates. He was admitted a solicitor in 1863, and is now in partnership with Mr. Charles John Tyles.

Mr. ANTHONY NORRIS, solicitor, of 2, Bedford-row, has been appointed a Commissioner to take the Acknowledgments by Married Women in England of lands in the Presidency of Bombay and the Provinces dependent thereon, or subject thereto, of deeds required to be acknowledged, and also a Commissioner in England to take Affidavits in any suit or matter pending, or about to be instituted, in the High Court of Judicature at Bombay, and to take all such examinations as may be directed by the court in any such proceedings, and to attest the execution of deeds and other instruments, and to issue certificates thereof, and of the correctness of all copies of such proceedings, deeds, or instruments.

Mr. FRANCIS WILLIAM BENTLEY WAGSTAFF, solicitor, of Pershore, has been appointed a Perpetual Commissioner for Worcestershire for taking the Acknowledgments of Deeds by Married Women.

Mr. JOSEPH LAKE WHEATLEY, solicitor, of Salford, has been elected Town Clerk of Cardiff, clerk to the Urban Sanitary Authority, and solicitor to the Cardiff Burial Board, at a salary of £1,000 a year. Mr. Wheatley was admitted a solicitor in 1878, and has been for several years deputy town clerk of the borough of Salford.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held, as usual, at the Law Institution, Chancery-lane, on Tuesday evening, the 21st inst., Mr. J. E. Stevens in the chair, the question for debate was:—"A testator bequeaths his leasehold colliery to trustees, upon trust, in case they should consider it beneficial so to do, to work the colliery; with a declaration that all losses should be paid and borne out of the trust estate. Is the person who is under the will entitled to the income of the trust estate for life, entitled to enjoy the profits of the colliery in specie during his life?"—the cases referred to being *Hove v. Lord Dartmouth* (7 Ves. 137), *Meyer v. Simonson* (5 D. G. & Sm. 723), and *Thuraby v. Thuraby* (L.R. 19 Eq. 395). Mr. R. Todd opened the discussion for the affirmative in the presence of a well-attended meeting, and he was supported by Mr. J. K. Wright. The negative was maintained by Mr. Upton and Mr. G. H. Bower. Some other members having addressed the meeting, the opener replied, and the chairman having summed up, put the question to the meeting, when the majority were in favour of the affirmative.

UNITED LAW STUDENTS' SOCIETY.

The fifteenth inaugural meeting of this society was held on Wednesday evening at Clement's-inn Hall. Amongst those present were Sir Patrick Colquhoun, Q.C., Mr. Morgan Howard, Q.C., Mr. Montagu Cookson, Q.C., &c. Sir HARDINGE GIFFARD, Q.C., M.P., who presided, congratulated the society upon its continued prosperity, vigour, and strength. The members were also to be congratulated for the tone and spirit in which this and other kindred associations promoted free debate and independent thought, as distinguished from the lazy, indolent acceptance of dogmatic teaching. It should be remembered by barristers, as well as by solicitors, that truth could only be on one side, though he had known plausible arguments on the wrong side mislead people, especially old ladies. No one was able to tell in the first instance upon which side the truth lay, and, furthermore, they had to ascertain what were the facts of the case before a proper debate could take place. That being the condition of things, if they steadily kept in mind that which was the object of the courts of law and of those who were engaged in the administration of justice, he thought the solution of a good many of those difficulties, which were very apparent, was not far to seek. He believed that no more mischievous principle could be adopted than that people should suppose there was absolute truth to be ascertained without discussion. Nothing could be more destructive to the rights and liberties of mankind than that there should not be free, zealous, and strenuous debate on both sides before any decision was arrived at. While it was their duty to ascertain facts, it should never be the desire of advocates to misrepresent or juggle with truth, but to properly discharge their duty. He justified what were called "appeals to the feelings," for why should not this system be adopted in addressing a jury, for without such appeals justice would be cold and lifeless, and there would not be sufficient sympathy with human infirmities and the mode in which people acted towards each other. It was important to remember that at this moment they were gradually emerging from the shell of technicality and getting into something more like reason and substantial justice, but as they did so let them adhere to the spirit of the administration, and remember that they were engaged in what he believed to be one of the most important and honourable functions that existed amongst mankind, aiding as ministers of justice to do the right and prevent the wrong, and prevent that which was the most cruel prostitution of the forms of justice, to inflict wrong upon their fellow-subjects. Lawyers were a much-abused class, and the phrases used against them were old and worn out, but they were desirous of doing their duty, and contribute their quota to the common good. They worked hard for their clients without having regard, as their assailants supposed, to fees. In so far as the profession of the lawyer was concerned, at this moment the times were peculiar. They were in what was called

a transitional state. They had the duty of reconciling two systems of law, the relics of two different civilizations, and they were endeavouring to bring them into one harmonious system, which was not an easy task. Nowhere could they have expected that that task would have been completely accomplished without some differences, without some little grating between the two systems of jurisprudence. Nevertheless they had made some progress, and in a very favourable degree. Their present system had been the means of enabling a judge to do any litigant justice.

Sir P. COLQUHOUN, Q.C., moved:—"That much good results from the meeting of the law students of both branches of the profession, and that the law students' societies, as promoting that end, deserve the most hearty support."

Mr. J. MORGAN HOWARD, Q.C., seconded the proposition, which was carried *nem. dis.*

Mr. MONTAGU COOKSON, Q.C., proposed, and Mr. GRINHAM KEEN seconded:—"That the establishment of law students' societies throughout the country, and of an organised system of communication between them, is much to be commended."—Carried unanimously.

On the motion of Mr. B. G. LAKE, seconded by Mr. W. DOWSON, it was agreed:—"That the maintenance of a system of correspondence between the law students for the discussion of subjects of general interest and points of law is productive of substantial benefit."

At the instance of Mr. W. G. OWEN, a cordial vote of thanks was accorded to the Solicitor-General for his kindness in presiding.

The vote having been suitably acknowledged, the proceedings closed.

WORCESTER AND WORCESTERSHIRE LAW SOCIETY.

The general annual meeting of this society was held in the library on Wednesday, the 15th of January, 1879, the following members being present:—

Messrs. Charles Pidcock (president), T. G. Hyde (vice-president), Southall, Curtler, R. P. Hill, Hughes, Frederick Corbett, George Perry (Stourbridge), Henry Corbett, and Wm. Allen (hon. secretary).

The treasurer's account, which, showed a balance in favour of the society of £167 6s. 5d., having been audited and passed, the report of the committee for the past year was read by the secretary, from which it appeared that there were, up to the 31st of December last, seventy-one members and subscribers against seventy-two in the year 1877. The amount expended in books was £30 18s. 11d., and the number of books taken out of the library, exclusive of periodicals, was 1,791, as against 1,665 in 1877. The report proceeded to state that the committee had under its consideration during the year several Bills and measures before Parliament affecting the profession, amongst which the following were referred to:—The Married Women's Property Bill; The Bill to Establish a Criminal Appeal; The Bill for Better Settling Real Estates; The County Court Procedure Bill; and they had sent full replies on the questions submitted for their consideration to the Associated Provincial Law Societies. The committee also gave its approval to the clause in Mr. Gregory's Bill which would have allowed a solicitor having entered an Inn of Court and passed a bar examination to be called to the bar. The committee approved of the Married Women's Property Bill, so far as it allowed a married woman to be sued in respect of her separate property, but as to that part of the Bill which would have allowed her to have all property belonging to her before marriage, or acquired thereafter, they did not consider the law on this head required alteration. They approved generally of the Bill for establishing criminal appeal, but were decidedly opposed to the principle of allowing prisoners or defendants and their wives and husbands to give evidence on trials where they, or either of them, were, or was, the prisoner or defendant. The recommendation of the committee of the Associated Provincial Law Societies upon the Land Transfer Act, 1874, had also received the attention and general approval of the committee, and they came to the conclusion that district registries for registration of deeds, as in Middlesex, with some necessary improvements, would operate to prevent fraud and be desirable.

The following appointment of officers was then made:—Mr. Charles Pidcock (who had recently been elected an

extraordinary member of the Incorporated Law Society) was re-elected president, Mr. T. G. Hyde was re-elected vice-president, and Mr. Wm. Allen was re-elected secretary and treasurer for the ensuing year.

The following gentlemen were elected the committee for the ensuing year, in addition to the *ex-officio* members:—Messrs. Southall, Curtler, Beale, R. P. Hill, and Henry Corbett. Messrs. A. J. Beauchamp, F. R. Jeffrey, E. A. Davis, E. L. Cave (of Bromyard), and W. W. A. Tree were elected members of the society.

Messrs. E. H. Selge and Mr. Thomas Marshall Todd, both of the Oxford Circuit, became subscribers to the library during the past year.

Legal News.

The *Times* says that Mr. Wilcox, a local solicitor, was called upon a few days ago by the stipendiary magistrate at Wolverhampton to apologise for having made the remark in court that a decision of Mr. Spooner's was "most abominable." On Wednesday Mr. Wilcox said that he had conferred with the local law association, who held that his remark was not justified by the rules of etiquette subsisting between bench and advocates. After he had made a qualified apology, the stipendiary consented to hear him.

In a case of *Wiseman v. Wiseman*, before the Divorce Division, on the 17th inst., the jury consulted for some minutes, and returned, through their foreman, the following verdict:—"We find that the respondent has committed adultery, but there is no proof." Much amusement was created by the verdict. It appeared, however, that what the foreman meant to convey was that, although there was no direct proof of the respondent's guilt, yet that the evidence satisfied the jury that the charge alleged against him was well founded. A verdict was accordingly entered for the petitioner.

The Calcutta *Englishman*, discussing an article which appeared *ante*, p. 3, on administration of estates of persons dying in India, in which, referring to the practice of the Court of Chancery to allow an executor in India, to whom no legacy was given in his character of executor, a commission of five per cent. on all assets of the testator collected by him in India, we pointed out that this rule is likely to be abandoned in case the question should come before the English courts. "We suppose, however," we added, "the question will not be likely to arise, as persons who deal with Indian assets, being aware of the law of that country, will not claim commission or agency charges. At the same time the profession will do well to remember the present state of the law on the point." With reference to this our Calcutta contemporary says:—"We think the question is far from unlikely to arise, as to our knowledge commission is charged by persons (other than the Administrators-General) administering the estates of deceased persons. We have inquired into the matter, and find that commission and agency charges are by no means unfrequently claimed by persons dealing with Indian assets, notwithstanding the very clear language of section 856. That the provisions of this section are so frequently ignored is a fact which calls for strict investigation by the courts. Should the result of such investigation prove that the present state of the law is not sufficient to repress the evil against which it was directed, then the remedy lies with the Legislature."

The journey of M. Albert Gigot, the Prefect of Police, to London, says the Paris correspondent of the *Times*, will not have been fruitless. An endeavour was made to get up a report that it had been undertaken with the aim of organizing some supervision or prosecution of Communist refugees. But this absurd fiction was soon abandoned, as it was well known that the prefect's chief object was to see on the spot all matters connected with arrests on suspicion, and the rapidity with which persons arrested are brought to trial. His inquiries have resulted in his seeing his way to a reduction of the very large number of arrests made in the Paris district, a reduction of which he had long perceived the necessity. There is not a town in Europe where in proportion more arrests are made than here, and the reason is that nowhere are they made with so little hesitation as in Paris. Henceforth only those

accused persons will be arrested who have no fixed residence and whom it would be impossible to find again, or who, while possessing a settled abode, are charged with an offence serious enough to make it worth their while to cross the frontier; vagabond beggars, and persons drunk and incapable, who are a nuisance on the public thoroughfare. Against any others it will suffice to issue a summons. The preliminary examination also is to undergo changes. The present form is much more complicated in France than in England. In France every person arrested is subjected to an examination as to his antecedents, and this system is often fraught with very good results. In order to expedite this examination, the Prefect of Police proposes to place all the police centres in telegraphic communication with the central office, where the general criminal records are kept, so as to enable the prefecture to give the necessary information within twenty-four hours, and decide whether the arrested person has criminal antecedents or not—that is to say, whether his detention ought to be prolonged.

At the South Molton County Court, on the 15th inst., the judge (Mr. Serjeant Petersdorff), before the commencement of the business of the court, said, since the last court the profession had lost a very prominent member, a gentleman who had practised in that court for many years, and in all cases in which he was engaged, and which came before his Honour, he evinced an extraordinary degree of zeal, energy, and anxiety for the interest of his client, an anxiety and energy which sometimes, perhaps, led to a belief that it almost amounted to eccentricity, but it was the reverse. It was zeal and solicitude for the protection of the interests of those whose rights were intrusted to him which gave to his manner more than ordinary degree of anxiety. His Honour could only say that during the whole of the time that the late Mr. Shapland was before him, he never knew the slightest infringement of truth, and he never knew him fail in any way to act with the greatest candour, and the greatest anxiety, to get at the truth. He was sure the profession had lost a very useful member, and society had also lost one of its most honourable members, and he very much regretted that the profession had sustained such a loss, which was a loss to him as judge as well as a friend. Mr. Lionel Bencraft, of Barnstaple, said, as the senior advocate practising in that court, and, he was afraid, in almost every court, he trusted his Honour would excuse his saying how fully he shared in the kind feeling which his Honour had expressed. He had known Mr. Shapland intimately for fifty years, and had had much intercourse with him during his professional life. His Honour had correctly stated that he was a most honourable practitioner, and was a gentleman whose word was always to be relied on. He was most zealous and anxious in the discharge of his duties to his clients, and in addition to that he could say, from personal knowledge, that a more kind-hearted man did not exist in the whole of their profession. He deeply shared in the regret which his Honour had expressed.

One of the cases which came before the Canterbury County Court at the last sitting was one in which Messrs. Gavin & Son, of Leith, rope and sail makers, sued Mr. Holt, of Whitstable, for the price of some rope, with which they had supplied him. Mr. W. N. Wightwick, who appeared for the plaintiffs, was so satisfied with the case, as laid before the judge and jury by the legal gentleman who opposed him on behalf of the defendant, that he declined to address the court for his clients. His Honour also expressed a pretty decided opinion as to the merits of the defence, and he, too, refused to occupy the time of the jury with summing up the evidence. It seemed, therefore, a foregone conclusion that the jury would at once find for the plaintiffs, but to the surprise of every one in the court they held a very grave consultation on the matter, and evidently could not agree. The judge, seeing this, endeavoured to explain the case in even plainer terms than it had already been put before them, and then one of the jury, after a further consultation, said, to the amusement of the spectators, that they found for the defendant. Before the sensation to which this announcement gave rise had passed away, one of the jurors bluntly asked which was the defendant, and which the plaintiff. The respective parties being pointed out

to them, and the judge having once more tried to place the question in simpler phraseology than ever, the jury at length returned a verdict for the plaintiffs. It then turned out that the question which they had been debating was as to who was plaintiff and who defendant; and much laughter was caused by a second juror declaring that he did not understand which was which. It was evident, however, they intended a verdict for the Leith firm, and against Mr. Holt, and the learned judge remarked that if there had been a little want of understanding amongst them, they might console themselves by thinking they had given a very sound judgment.

Assizes.

BEDFORD.

(Before Lord COLERIDGE, C.J., and Special Jury.)

Jan. 16.—*Nicholson v. Williamson.*

This was an action brought by Mr. Alfred Nicholson, solicitor, of Bedford, against Mr. E. W. Williamson, secretary to the Incorporated Law Society, to recover damages to compensate the plaintiff for his not having obtained a certificate enabling him to practise as a solicitor as far back as the year 1873.

Harris, and *Fitzgerald*, appeared for the plaintiff; *Mellor*, Q.C., *Murray* (specially retained), and *Dugdale*, for the defendant.

It appeared that the society had refused to grant the plaintiff a certificate on the ground that he had practised as a solicitor without being duly qualified, and Mr. Justice Denman, on appeal, confirmed the decision of the society and refused the certificate. This decision of Mr. Justice Denman was not appealed against; but after the passing of the Judicature Act the plaintiff obtained his certificate from the Master of the Rolls.

In the course of the address of plaintiff's counsel, *Mellor* objected that the defendant was not the right person to be sued, and, after some argument,

The learned JUDGE allowed the objection, and said that the statement of claim set forth two causes of action—one, that the defendant had refused to give a certificate which he had no power to give, and the other that the defendant, in collusion with others, improperly obtained a legal, proper, and standing order of a judge; and the plaintiff was nonsuited.

Quarter Sessions.

BOLTON.

(Before S. FORBES, Esq., Q.C., Recorder.)

On the 16th inst., Walter Scowcroft, solicitor, surrendered to his bail on the charge that he on the 4th of April, 1878, being bail for Mary Pimbley and Henry Sheffield, fraudulently converted the same to his own use. He was charged on another count with stealing the money.

Cottingham prosecuted, and *Hardy* defended.

The facts, as stated for the prosecution, were that on the 15th of September, 1877, Mrs. Pimbley and Henry Sheffield, who were executors and occupied humble positions in life, were induced by the prisoner, with whom they had formerly had business transactions, to withdraw from the bank £150, and to lend it to a person named John Roscow, who wished to complete a loan of £400 on mortgage. Roscow repaid the money with interest to the prisoner on the 14th of January, 1878, but the latter never mentioned the circumstance until the 6th of April, when he told Mrs. Pimbley that he had re-invested the money at six per cent. Mrs. Pimbley said he had no authority to do that, and asked what the security was, to which prisoner replied that the money had been lent to Mr. John Seddon, of Westhoughton, upon the security of the Coach and Horses, Bury Old Road. Subsequently Mrs. Pimbley called with a friend named Thomas, and asked to see the deeds. Prisoner at first made some demur, but on their refusing to leave until they had seen the deeds he sent for them to his office at Radcliffe, but then said he could not show them except in the presence of Sheffield the other executor. Eventually he gave up the deeds, which on being

examined by Mr. Hulton, solicitor, were found to be utterly worthless as a security. It seems that Mr. Seddon had originally granted a lease of the Coach and Horses to the late Walter Scowcroft, father of the prisoner's wife, who was equitably interested in one-fourth part of the lease. Prisoner himself had no interest whatever in the property, yet it was professed that the security for this £150 was on the whole of the Coach and Horses, and that the money was invested with Mr. Seddon, the owner of the house. Upon the face of the deeds prisoner himself was the borrower of the money, and there was an acknowledgment for it on the back of the deed.

The RECORDER said the first count on the indictment must fail. The money was given to the prisoner to invest, and as soon as it was invested with Roscow the bailment was determined. He (the Recorder) should, however, advise the jury that when the money was repaid by Roscow the prisoner had no right to deal with it without first receiving the instructions of Mrs. Pimbley and Sheffield.

Hardy submitted that at the time the money came into the possession of the prisoner he had no fraudulent intention with regard to it, and that any such intention subsequently did not constitute larceny. It was the common practice of solicitors to put money of their clients into the bank in their own name, and if this constituted larceny ninety per cent. of the solicitors would be liable to be proceeded against. He admitted that prisoner had been indiscreet, but argued that he probably thought he had some control over the fourth share of his wife in the public-house, and if so it could not be said when he appropriated this money that he had any intention of stealing it.

The jury found the prisoner guilty of appropriating the money with the intention of stealing it.

Before sentence was passed, prisoner desired to say a word or two. The money was received from Roscow by one of his clerks, and he did not know of it until a month or two afterwards, when he explained all the facts to Mrs. Pimbley. He added that only a few days ago the matter might have been settled on payment of £100, but, thinking he was innocent, he refused to pay it.

The RECORDER said that was an unfortunate observation. Prisoner surely did not suppose that he (the Recorder) was ignorant of what took place at Salford Sessions, when a similar charge was made against him, which he did pay to settle. He (the Recorder) had made up his mind that if anything of the sort was attempted on the present occasion he would not sanction it. The prisoner had been guilty of a scandalous fraud, for which he could have been sent into penal servitude, but taking into account his loss of position—for he could never again practise as a solicitor—he should sentence him to twelve months' hard labour.

Law Student's Journal.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATIONS, 1878.

Special Prizes.

Timpron Martin Prize for candidates from Liverpool.—To Charles Aloysius Maria Lightbound, who from among the candidates from Liverpool in the year 1878 passed the best examination, and who attained honorary distinction, the council have awarded the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool. Mr. Lightbound served his clerkship with Mr. John Parkinson, of Liverpool; Messrs. Duncan, Hill, & Dickinson, of Liverpool; and Messrs. Gregory, Rowcliffe, Rowcliffe, Rawle, of London, and obtained a prize in June, 1878.

Atkinson Prize for candidates from Liverpool or Preston.—To Charles Aloysius Maria Lightbound, who from among the candidates from Liverpool or Preston in the year 1878 has shown himself best acquainted with the law of real property and the practice of conveyancing, has otherwise passed a satisfactory examination, and has attained honorary distinction, the council have awarded the prize, consisting of a gold medal, founded by Mr. John Atkinson, of Liverpool. Mr. Lightbound served his clerkship with Mr. John Parkinson, of Liverpool; Messrs. Duncan, Hill, & Dickinson, of Liverpool; and Messrs. Gregory, Rowcliffe, Rowcliffe, & Rawle, of London; and obtained a prize in June, 1878.

Broderip Prize for real property and conveyancing.—Open

to all candidates.—Ernest Egbert Blyth, B.A., having, among the candidates in the year 1878, shown himself best acquainted with the law of real property and the practice of conveyancing, having passed a satisfactory examination, and having attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn. Mr. Blyth served his clerkship with Mr. William Henry Tillet, of Norwich; and obtained a prize in November, 1878.

Scott Scholarship—Open to all Candidates.—Ernest Egbert Blyth, B.A., being, in the opinion of the council, the candidate best acquainted with the theory, principles, and practice of law, they have awarded to him the scholarship founded by Mr. John Scott, of Lincoln's-inn-fields, London. Mr. Blyth served his clerkship with Mr. William Henry Tillet, of Norwich; and obtained a prize in November, 1878.

Birmingham Law Society's Prize for candidates from Birmingham.—The examiners also reported that among the candidates from Birmingham in the year 1878 there was no one qualified to take the prize for that year.

Heelis Prize for candidates from Manchester or Salford.—To William Eaton, B.A., who from among the candidates from Manchester or Salford in the year 1878 passed the best examination, and who attained honorary distinction, the council have awarded the prize, consisting of a gold medal, founded in memory of the late Mr. Stephen Heelis, of Manchester. Mr. Eaton served his clerkship with Messrs. Earle, Son, Orford, Earle, & Milne, of Manchester; and Messrs. Rooke & Son, of London; and obtained a prize in November, 1878.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, Jan. 27	Mr. Clowes	Mr. Latham	Mr. Teesdale
Tuesday 28	Kee	Leach	Holdship
Wednesday 29	Clowes	Latham	Teesdale
Thursday 30	Kee	Leach	Holdship
Friday 31	Clowes	Latham	Teesdale
Saturday, Feb. 1	Kee	Leach	Holdship

	V. C. BACON.	V. C. HALL.	Mr. Justice FRY.
Monday, Jan. 27	Mr. Merivale	Mr. Ward	Mr. Farrer
Tuesday 28	Milne	Pemberton	King
Wednesday 29	Merivale	Ward	Farrer
Thursday 30	Milne	Pemberton	King
Friday 31	Merivale	Ward	Farrer
Saturday, Feb. 1	Milne	Pemberton	King

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Transfer of Causes.

The following actions with witnesses have been transferred from the Master of the Rolls to the Vice-Chancellor Sir James Bacon:—

English v Dempster Action
Corbishley v Coward Action and motion for judgment
In re Alderson, Alderson v Eastwood Action
Munro v Such Action
Lowenthal v Atkins Action
Dent v Sovereign Life Assurance Company Action
Dent v Learoyd Issues of fact
Allen v Kennett Action
Nicholson v Peyton Action
Bireham v Freshwater, &c., Railway Company Action
Cox v Roberts Action
Reeve v Rogers Action
Oppenheim v Warner Action
Pinoock v Ostlere Action
Tibbitts v Deer Action
In re Stains deceased, Stains v Adey Action and motion for judgment
Kendall v Lord Beaumont Action
In re Hist deceased, Johnstons v Tennant Action and motion for judgment

Sexton v Bartley Action
Fox v Hawks Action and motion for judgment
The London and County Banking Company v Ratcliffe Action
Franklyn v Jones Action
Brown v Sewall Action
Wolverhampton and Staffordshire Railway Company v Thompson Action Cross examination on affidavits
Markham v Jaques Action.

The following actions have been transferred from Vice-Chancellor Malins to Vice-Chancellor Bacon:—

Sperring v Bowring Action
Re Foot deceased, Sparrow v Beazley Action
Davidson v Crighton Action Witnesses
Gaskin v Balls Action Witnesses
Brindley v Partridge Action
West of England, &c, Bank v Rosser Action and motion for judgment
Murray v Shaw Action
Critchfield v Bown Action
Gillman v Duttrulle Action Witnesses
Nevill v Honeysett Action Witnesses
In re Rowand deceased, Rowand v Rowand Action Witnesses
Von Heyden v Neudadt Action Witnesses
Hunt v Bostel Action Witnesses
Goldney v Lewis Action
Swain v Canter Action
In re Davey deceased, Davey v Shaw Act
In re Shuttlewood deceased, Wood v Miles Action
Preston v Neale Cause
Hardcastle v Varley Action and motion for judgment
Payne v Hurd Motion for judgment
Chichester v Ferrier Action
Sherwood v Natl, &c, Bank Action
Dinn v Robinson Action
Stone v Slipless Roadway, &c, Company Action Witnesses
Stone v Spallali Action Witnesses

MIDDLESEX.

HILARY SITTING, 1879.

LIST OF ACTIONS FOR TRIAL.

This list contains all actions entered in Queen's Bench, Common Pleas, and Exchequer Divisions, in which notice of trial has been given; and also all actions in the Chancery Division, in which notice has been given of trial before a judge and jury, up to and including 13th January, 1879.

Ex 1 Hall (in person) v Gill (Rickards and W), postponed
CP 2 West (Meynell and P) v De la Warr (Cope and Co), stayed SJ
Q B 3 Woolf (B and B Bastard) v Harris and Co (A Pullbrook)
Ex 4 Hickey (Belgrave and M) v Montefiore (Lewis and Lewis), commission SJ
Q B 5 Creed (A J Murray) v Millett (Roscoe, H and S), commission
Q B 6 Brown (Merriman, M and Co) v Elkington and ors (Lumley and L), commission
CP 7 Gledhill (Harper, B and B) v Brown and ors (Janson, C and P) SJ
CP 8 Griffiths (M G Geoghegan) v London and St. Katharine Docks Co (Humphreys and Son) SJ
CP 9 Wilbraham (Chapman, T and B) v The Maritime Passengers and Mariners Insurance Co limited (Harrisons and Son), stayed
Q B 10 Sawbridge and anr (N Bennett) v Eggar (Walker and Co)
Q B 11 Provand (Lindo and Co) v Langton and anr (Book and Son) SJ
Q B 12 Benjamin (J Frost) v Litten (F A Lewty), commission
Q B 13 Benjamin (M Abrahams & R) v Higginbottom (F T Dubois), commission SJ
Q B 14 Hallward (G B Hallward) v Blanford and ors (O J Curtis; G H K Fisher), postponed
Q B 15 The London Financial Association limited (Markby, T and S) v France (Deane and T) SJ
Q B 16 Joshua (A E Webb) v Green (Hare and F), commission
Ex 17 Palmes (Lake, B and Co) v Hope and anr (Shoulbridge and M), without jury, postponed
Ex 18 Same (Same) v Beavan (Same), without jury, postponed
Ex 19 Lwydarth Iron, &c, Co (Houghton and B) v Fearn (A S E Jones), commission
Ex 20 Mallandain (J V Managrove) v Balfour and ors (Trinder and Co; Gregory and Co) SJ
Ex 21 Gonzalez, Byass and Co (Tampin, T and J) v Mackenzie (S Toppin), commission
Q B 22 Marks and anr (Abrahams and R) v Weininger (Chapman and Co), commission SJ
Q B 23 Mayer (A G Ditton) v Robinson (P W Naser), commission
Ex 24 Spiller (G E Goldring) v Baun (Evans and E), postponed
Q B 25 General Share Trust Co limited (J B Coleman) v Baun and anr (Same), stayed
CP 26 The Bilson & Crump Meadows Colliery Co limited (Ashurst, M, O and Co) v Gould and anr (Rogerson and F; Ingleside and Co) SJ
Q B 27 Thomson (T Liddard and Co) v Nanson (H C Barker)

Ex 28 Enthoven (Collette & C) v Jacobson (G M Cooke) postponed
 Ex 29 Van Dieren (Webster and G) v Orenham (S F and H Noyes)
 CP 30 Chamberlaine (S G Ashwin) v Barnwell, Clerk (Whitaker and W) SJ
 CP 31 Same (Same) v T W Wallington (Same) SJ
 CP 32 Same (Same) v J Wallington (Same) SJ
 Ex 33 L and North-Western Ry Co (R F Roberts) v Metropolitan District Ry Co (Baxter and Co) SJ
 QB 34 Delloye and Co (M Abrahams and B) v Coombe (Brandons)
 Ex 35 Chesswright (E P Upton) v Wells (Ouncliffe, B and D), commission SJ
 Ex 36 Hobson (J Pettigill) v Crawcour and Co (Dixon, Ward & Co)
 Ex 37 Marshall (G M Cooke) v Lindley and aur (J Davies), postponed SJ
 Ex 38 Jacobson (Same) v Robinson and Fisher (R Thomas)
 Ex 39 Flockhart (Shaan and Co) v Clarkson (Plewa, I and Co) SJ
 CP 40 Fordham (P O Greenfield) v Hopkins (Turner and Son) SJ
 QB 41 Denis freres (M Abrahams and R) v The Agricultural and Horticultural Co-operative Association limited (A F Barnard), commission
 Ex 42 De Belleville (Bolton and M) v Henderson (J S Ward)
 QB 43 Brice (Harrison, B and H) v Goldsmith (W T Hamlin), commission
 Ex 44 Carter (J S Cole) v Earl of Desart (Horn and M) SJ
 QB 45 Evans (West, K, A and Co) v Lefevre (Trinder and H), commission SJ
 Ex 46 Fairclough (W Rogers) v Parker (Eardley, Holt and Co) SJ
 CP 47 Chalmers (J Whitehouse) v Chalmers (Nelson, Son and H), commission
 Ex 48 King and Co (Digby and L) v Gibbs (J M Upfill)
 QB 49 The Hale Macdonald War Rocket Co (R Metcalfe) v Williams and Son and ors (C A Swaine)
 CP 50 Zoboli (T Frame) v Bettini and wife (W F Nokes)
 CP 51 Bannatyne (Wilson, B and Co) v The Western Brazilian Telegraph Co Ltd (Bischoff, B and B) SJ
 QB 52 Castle (J Cotton) v Farrant (F W Smith) SJ
 Ex 53 Dear (Parker and B) v Cadogan and Hans Place Estate limd and Rithorden (Webster and G), without jury
 Ex 54 Stuart (Miller, S and B) v Davies (Cowell, G and B) SJ
 QB 55 Hewison (Kynaston and G) v Whittington Life Assn Co (Taylor, H and T), commission
 CP 56 Pease (Lowless and Co) v Naah (Rooks and Co)
 QB 57 The Mutual Society (Linklater, H, A & B) v Mirams (E Mirams)
 CP 58 Whitham (Jacobs & V) v Cutler and aur (Linklater & Co) SJ
 QB 59 Bennett (W E Baxter) v England and ors (in person; W F Stokes), stayed
 CP 60 Caudle (F T Newbould) v Austin (Morgan and Gilks), stayed
 QB 61 Hale (Layton, Son and L) v Gover (Dunfield and B)
 QB 62 Bridgman and ors (G Badham) v Hale (E Norton)
 QB 63 Burke (J A Parry) v The South-Eastern Ry Co (W R Stevens) SJ
 QB 64 Lees (Wedlake and L) v Scottish Union Insurance Co (Young, Jones and Co) SJ
 CP 65 Hildyard (W Maynard) v Lee (in person)
 QB 66 Linton (Richardson and S) v Labouchere (Lewis and L) SJ
 QB 67 Gossley (H Philbrick) v London and County Banking Co (Stevens and H) SJ
 QB 68 Pepperell (S Tripp) v Marquis of Townshend (W A Day) SJ
 QB 69 Leader (J Aldridge) v Knight and aur (W Maynard) SJ
 CP 70 Compagnia Commerciale Italiana and aur (Parker and C) v Hancock and ors (Venn and W; H A Dowse)
 QB 71 Clutterbuck (in person) v Gibb & ors (Ouncliffe, B & D) SJ
 QB 72 Hartnoll (W F Neave) v Gamble (A H Miller)
 QB 73 Baxter (Hume, B and H) v Hodge and ors, sued & Childs and B) SJ
 QB 74 Elliot (Olive and B) v Lawson and aur (J W Hickins) SJ
 CP 75 Chapman (Cole and J) v Hayes (W F Morris), postponed
 QB 76 Agnew and aur (T A Romer) v Bird (F Richardson and B), stayed SJ
 CP 77 MacGregor (J M Upfill) v Morgan (J H Lydall) SJ
 QB 78 Procter (J Neal) v Dunham (Pitman and L), stayed SJ
 QB 79 Medley (Lewis and L) v Stewart and ors (Ashurst, M and Co) SJ
 QB 80 Allhusen (Shum, C and Co) v Labouchere (Lewis & Lewis) SJ
 Ex 81 Helgham (Webster and G) v The Licensed Victuallers and General Plate Glass Insurance Co limd (H Fox) SJ
 Ex 82 Steele and ors (Stone, M and S) v The Vestry of St Leonard, Shoreditch (Mills, L and M) SJ
 QB 83 Hill and wife (Munton and M) v The London and North-Western Ry Co (R F Roberts) SJ
 Ex 84 Petty (G and F Vanderpump) v The Great Northern Ry Co (Nelson, B and N) SJ
 QB 85 Fellows (J Emanuel and Co) v Hickman and aur (J and R Gole) SJ
 Ex 86 Brown (Geare and Son) v Turner and Son (Norris, Allen and Co) SJ
 Ex 87 Shaw and aur (Crouch and B) v Thomas and aur (CH Finch)
 QB 88 Collins (E Lowther) v Whetstone (G Presswell)
 Ex 89 Dean (J C Fisher and Co) v Hobson (Byfuss and B)
 QB 90 King (Bellamy, Strong and B) v Sandeman and ors (Morley and S; Sutton and O; V Musgrave) SJ
 CP 91 Bramley-Moore (Paterson, Sons and G) v Spink (A E Francis)
 Ex 92 Lord Lonsborough and aur (Benbow and S) v The Royal Aquarium & Society limd (F Richardson and S) SJ
 CP 93 Falkmeyer (Norton, R, N and B) v Fothergill and aur (Hollans, Son and C; Field, Roscoe and Co) SJ
 CP 94 Fowks (S T Cooper) v Wells (in person) SJ
 Ex 95 Page (Haeon and T) v Kerridge (Bridges, S and Co)
 CP 96 Foulkes (Faithful and O) v Metropolitan District Ry Co (Baxter and Co) SJ
 QB 97 Markwick (G Thompson) v Cortis (A S Edmunds), postponed
 QB 98 Sterne, admix (J W Heritage) v North Western Ry Co (Paine, L and C) SJ
 QB 99 Moody and aur (Lewis and Lewis) v Fisher (J Donaghe)
 Ex 100 Cooper (R W Cooper) v Gorleston and Southwark Gas Co (A F Barnard) SJ
 Ex 101 Bettyes (H W Christina) v Williams and aur (G and A Lindo)

CP 102 Gubb (Noon and C) v L and North-Western Ry Co (R F Roberts) SJ
 Ex 103 Clifford and aur (W Beve) v Laws and others (W Evans), commission SJ
 Ex 104 Windas and aur (Lyne and H) v Caldwell (Hogan and H)
 Ex 105 Lynde and aur (Norris, Allen and Co) v Hunt (A West)
 CP 106 Shepherd (W Moon) v Bishop of Wexchester and ors (Bolton and Co; Few and Co; Markby and Co; D W Logie; Saffery and H; Blake and S; Keighley and Co) SJ
 Ex 107 King and Co (Rollit and Sons) v Mayor, &c, of Leamington (H Tyrrell), stayed
 Ex 108 Collins (Gardiner, Son and W) v Land South-Western Ry Co (M H Hall) SJ
 CP 109 Young and ors (E Newman) v Wilson (Stevens and H) SJ
 QB 110 Wint (A G Ditton) v N Metropolitan Tram Co (H C Godfray) SJ
 QB 111 Shepherd (Same) v Same (Same) SJ
 QB 112 Rule (Same) v Braid and Co (Tyrrell and H)
 Ex 113 Lambert and wife (Bevan and D) v The South-Eastern Ry Co (W R Stevens) SJ
 QD 114 Lucas (F A Foster) v Allen and ors (H W Christmas)
 QB 115 Harrison (J E Lickfold) v Hopkinson and aur (W Morley; Bennett and Co)
 CP 116 Palmer (A Hicks and Arnold) v Potter and aur (Tippett, Son and T)
 QB 117 Westrip (B Hutchinson) v Wood, administratrix (T R Appa) SJ
 Ex 118 Lee (T R Appa) v White (Ellis and Co)
 Ex 119 Hall (Denton, H and B) v Dunlop (Hare and F), postponed SJ
 CP 120 Jeffery (J Geaussett) v Harper (Thompson and D)
 Ex 121 Dunster (B F Watson) v Price and aur (Cree and Son; Philpot and Son)
 QB 122 Gower (Shum, C and Co) v Evans (Brook and O)
 Ex 123 Champion (Duignan and S) v Walter (Purkis and P), commission SJ
 Ex 124 Minns (W Sweetland) v Wilkinson (Marson and D)
 Ex 125 The Broomhall Tile and Brick Co limd (Gadsden and T) v Cheesman and Co (Clarke and C)
 CP 126 Smith (G S Finch) v Chamberlain and aur (W Easton)
 Ex 127 Pritchitt (G J Jennings) v Perry and Co (Lewis, M and L) SJ
 QB 128 Slaughter (Hicklin and W) v London Tramway Co (H C Godfray) SJ
 QB 129 Hudson (Billing and K) v Budds (Sandom, K and K)
 QB 130 Greig (H H Hughes) v Salting and ors (Flowers and N)
 Ex 131 Faulkner (W B Dunn) v Chubb and aur (Venn and W)
 Ex 132 Dewar and aur (W Eley) v Finker and aur (Rollit and J) SJ
 Ex 133 Ellis (W H Tattam) v Kociss (A C Spanll) SJ
 QB 134 Keight (Lane and A) v Hill (E W and W B James)
 Ex 135 Murrell and aur (V J Chamberlain) v Heritage (F Heritage and Co) SJ
 Ex 136 Thackrah (Rooks and Co) v Perry (H W Cattlin)
 Ex 137 Smith (in person) v Muir (E C Goldring)
 QB 138 Mathieson (C O Humphreys and Son) v Posen (T Donithorne)
 CP 139 Turner and ors (Wills and W) v Benham (J H Waring)
 QB 140 Peart (T D Dutton) v Cross (Fisher, M and Co)
 Ex 141 Turner (Pattison, Wigg and Co) v Moojen (Walter and Moojen)
 QB 142 Bodell (J Scoles) v Bagenal (H Rawlings)
 QB 143 Petry (Young and Sons) v Haupt (W T Ricketts)
 Ex 144 Foxwell (A Haynes and Sons) v Lon Gen Omnibus Co limd (Stevens and H)
 QB 145 Block (J T Haseldine) v Thorogood (Wantner and Sons)
 QB 146 Jermyn (Same) v N Metropolitan Tram Co (H C Godfray) SJ
 QB 147 Ronalds (Thompson and D) v Brunson (Woodbridge and Sons)
 Ex 148 Ekholme (Leaoyd, L and P) v Badger (Bell, B and G)
 QB 149 McDougall (Snell and G) v Copestake (Mercer and M), stayed SJ

SALES OF ENSUING WEEK.

January 30.—Messrs. HERBERT BEAN & Co., at the Mart, at 12 for 1 p.m., Reversion (see advertisement, January 18, p. 4).

January 30.—Messrs. FORBER, PRICE, & FORBER, at the Mart, at 1 for 2 p.m., Leasehold Property (see advertisement, January 18, p. 4).

January 31.—Mr. ROBINS, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, January 18, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

SMITH—Jan. 16, at Brookside, Friern Bury, the wife of R. W. Smith, barrister-at-law, of a son.

MARRIAGE.

CONNOLLY—JULIAN—Jan. 13, at Clarendon, St. Luke's, Patrick Shelton Connolly, solicitor, Limerick, to Ada Florence, daughter of Henry Bacon Julian, solicitor, Cork.

DEATHS.

BURN—Jan. 17, at Lansdown-grosvant, Cheltenham, William Henry Bubb, solicitor, aged 83.

VREWY—Jan. 19, at Braintree, Augustus Charles Voley, solicitor, aged 73.

PUBLIC COMPANIES.

January 25, 1879.

GOVERNMENT FUNDS.

3 per Cent. Consols, 96½	Annuities, April, '88, 94
Ditto for Account, Feb. 4, 96½	Do. (Red Sea T.) Aug. 1868
Do. 3 per Cent. Reduced, 96½	Ex Billa, £1000, 2½ per Ct. 17 p.m.
New 3 per Cent., 96½	Ditto, £500, Do, 17 p.m.
Do. 2½ per Cent., Jan. '94	Ditto, £100 & £200, 17 p.m.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 245
Do 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80	

RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	—
Stock Caledonian	100	95½
Stock Glasgow and South-Western	100	99
Stock Great Eastern Ordinary Stock	100	60½
Stock Great Northern	100	114
Stock Do., A Stock	100	113
Stock Great Southern and Western of Ireland	100	129
Stock Great Western—Original	100	93
Stock Lancashire and Yorkshire	100	121½
Stock London, Brighton, and South Coast	100	126
Stock London, Chatham, and Dover	100	24½
Stock London and North-Western	100	141½
Stock London and South-Western	100	131½
Stock Manchester, Sheffield, and Lincoln	100	74½
Stock Metropolitan	100	113½
Stock Do., District	100	59½
Stock Midland	100	122
Stock North British	100	136½
Stock North Eastern	100	162
Stock North London	100	60
Stock North Staffordshire	100	70
Stock South Devon	100	125
Stock South-Eastern	100	100

* A receives no dividend until 6 per cent. has been paid to B.

LONDON GAZETTES.

Professional Partnerships Dissolved

FRIDAY, Jan. 17, 1879.

Robinson, Thomas, and Richard Frederic Dempster, Eccleshall, Stafford, Solicitors. Jan 9

TUESDAY, Jan. 21, 1879.

Louis, Marcus, Wm. Osbert Edwards, and W. Charles Langley, Rhyd Flint, Solicitors. Dec 31

Winding up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Jan. 17, 1879.

Advance Bank, Limited.—Petition for winding up presented Jan 15, directed to be heard before V.C. Hall, on Jan 31. Carter, Old Jewry chambers, solicitor for the petitioner

Fresh and Preserved Meat Agency, Limited.—By an order made by the M.R. dated Dec 21, it was ordered that the above agency be wound up. Belmore, High Holborn, solicitor for the petitioners

Storkorth Lane Colliery Company, Limited.—Petition for winding up presented Jan 15, directed to be heard before the M.R. on Jan 25. Chester and Co, Staple Inn, agents for Black, Chesterfield, solicitor for the petitioner

Storkorth Lane Colliery Company, Limited.—Petition for winding up presented Jan 16, directed to be heard before V.C. Bacon, on Jan 25. Tillyard, King st

Tynemouth Aquarium and Winter Garden Company, Limited.—Petition for winding up presented Jan 16, directed to be heard before the M.R. on Jan 25. Batty and Whitehouse, Charles st, St James square, solicitors for the petitioner

UNLIMITED IN CHANCERY.

FRIDAY, Jan. 17, 1879.

Indian Tea Agency.—Petition for winding up presented Jan 13, directed to be heard before the M.R. on Jan 25. Andrew and Wood, Great James street, Bedford row, solicitors for the petitioners
West of England and South Wales District Bank.—By an order dated Dec 20, V.C. Malins has appointed William Turquand, Tokenhouse yard, and Edward Gustavus Clarke, Bristol, official liquidators

LIMITED IN CHANCERY.

TUESDAY, Jan. 21, 1879.

George Miller and Company, Limited.—Petition for winding up presented Jan 20, directed to be heard before the M.R. on Feb 1. Belgrave and Middleton, John st, Bedford row, agents for Skinner, Sunderland, solicitor for the petitioner

Hosendale and Ferryhill Iron Company, Limited.—Petition for winding up presented Jan 20, directed to be heard before the M.R. on Feb 1 at 10. Torr and Co, Bedford row, agents for Hodge, Newcastle-upon-Tyne, solicitor for the petitioner

Ruthevale Baryes Company, Limited.—The M.R. has fixed Jan 20 at 12 at his chambers, as the time and place for the appointment of an official liquidator

Tes Company, Limited.—Creditors are required on or before Feb 5 to send their names and addresses and the particulars of their debts or claims to Harry Brett and James Waddell at offices of Frederick Bradley, Mark lane

Friendly Societies Dissolved.

TUESDAY, Jan. 21, 1879.

Royal South Lincoln Milkia Staff Friendly and Benefit Society, Harrowby, Lincoln. Jan 17

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Jan. 14, 1879.

Atkins, Henry Frederick, Hingham, Norfolk. Seed Merchant. Feb 11.
Land v. Atkins, V.C. Malins. Emerson, Norwich
Baston, Robert, Bampton, Oxford, Miller. Feb 14. Baston v. Baston, M.R. Grogan, Bampton
Bradley, George, Riccall, York, Farmer. Feb 22. Hodgson v. Bradley, V.C. Hall. Wilkinson, York
Cowley, Ann, Inkberrow, Worcester. Feb 14. Cowley v. Averill, V.C. Malins. Clarke, Bedford row
Hewitt, Joseph, Iver, Buckingham. Feb 10. Hewitt v. Hewitt, V.C. Malins. Smith, Bedford row
Rees, Hannah, Elgin rd, Harrow rd. Feb 8. Frankell v. Moss, V.C. Hall. Lewis, Copthall buildings, Throgmorton st

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 10, 1879.

Allen, Thomas, Mountfield, Willesden, Gent. Feb 15. Rallied Quality ct, Chancery lane
Beswick, William, Carlisle, Grocer. Feb 8. Saul, Carlisle
Cockrell, Frederick, Peppy, Manchester sq. Architect. Feb 11.
Aldridge, Montague place, Russell sq
Cottrell, Thomas, Chintchurst, Surrey, Farmer. Mar 1. Mellers Goding
Dampier, William James, Ramsgate, Kent, Clerk. Mar 1. Dampier and Son, Coggeshall
Ellis, Thomas, Dalton, York, Coachman. Mar 1. Mills and Biley, Huddersfield
Foster, Thomas, Union st, Borough, Stationer. Feb 21. Wilkins and Drew, Bermondsey st, Southwark
Fox, Josiah Foster, Northumberland House, Stoke Newington, Gent. Feb 28. Webb, Austinians
Hannan, William, Weston-super-Mare, Somerset, Esq. March 4. Bridg, Shaftesbury
Harford, James Cardinal, Bushey heath, Hertford. Feb 1. Harford, Iverson rd, Edgware rd
Howell, Mary Anne, Aldershot, Hants. Feb 15. Tucker and Co, King st, Chapside
Hughes, Robert, Newport, Salop, Gentleman. Feb 23. Heas, Newport
Jenkins, Charles Henry Evans, Moseley hill, near Liverpool, Esq. Feb 10. Wright and Co, Liverpool
Kent, Edwin Jackson, Heather Lea, near Liverpool, Gentleman. March 3. Newman, Liverpool
Lardner, Jane Sophia, Teignmouth, Devon. March 1. Whidborne and Tozer, Teignmouth
Martin, John Fair, Henfield, Sussex, Innkeeper. March 25. Copper and Co, Henfield
Mennie, William, Eghfield green, Surrey, Deputy Surveyor. March 31. Darrell and Co, New Windsor
Milgrove, William, London road, Clapton, Gentleman. March 6. Clapham and Fitch, Bishopsgate st Without
Morphinos, Rev Narcissus, Sutherland place, Bayswater, Priest of the Greek Community. March 25. Freshfields and Williams, Bat buildings
Nock, Frances, Birmingham, Provision Dealer. Feb 20. Wood and Son, Birmingham
Norden, Richard, Albert st, Paddington, Gentleman. Feb 22. Gay, Edgware road
Osborn, William, Colchester, Gentleman. Jan 31. White, Colchester
Pool, James William, Harlow, Essex, Gentleman. Feb 12. Pail, Cocker hill, Staleybridge
Prestwich, Charles, Audenshaw, Lancaster, Weaver. Feb 22. Garrick, Newcastle-upon-Lyne
Quilter, John, Feering, Essex, Farmer. March 1. Beaumont and Son, Coggeshall
Rever, Rev Jonathan, Hurslip, Sussex, Clerk. Feb 23. Wals and Dempster, Brighton
Roberts, Joseph, Chester, Farmer. Feb 15. Brown and Rogers, Chester
Rotheroe, John, King William st, Engineer. Jan 24. Butcher, Chapside
Sefton, Robert, Bolton, Lancaster, Cotton Waste Dealer. Jan 25. Taylor, Bolton
Sharp, Frances, Devonshire terrace, Portland place. March 1. Indemaur, Devonshire terrace
Snook, John, Stower Provost, Dorset, Gentleman. March 6. Burridge, Shaftesbury
Stiffe, Mary Anne, Slough, Bucks. March 1. Barrett and Dean, Slough
Stott, George William, Alnwick, Northumberland, Tailor. Feb 1. Nicholson, Morpeth
Sunderland, Joshua, Haworth, York, Gentleman. Feb 3. Weatherill and Burr, Keighley
Thickbroom, Theophilus, Bedford road, Clapham, Gentleman. March 1. Watson and Sons, Bouverie st
Warner, William, Boughton, Norfolk, Retired Farmer. Jan 31. Mann, Wrexham
Waylen, William, Great Horsely, Essex, Esq. March 1. Turner and Co, Colchester
Wigley, Nehemiah, Belper, Derby, Cordwainer. March 25. Jackson, Belper
Winsloe, Richard, Carlsruhe, Baden, Germany, Esq. Feb 23. Seaton, Lincoln's inn fields

Bankrupts.

FRIDAY, Jan. 17, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrars.

To surrender in London.

Barnett, Montague, and Eleaser Barnett, King st, Chapside, Tripping Manufacturers. Feb Jan 15. Brougham, Feb 4 at 11.30
Gould, Davies, and Cornelius Thomas Lewis, Long lane, Bermondsey, Iron Cask Manufacturers. Feb Jan 15. Brougham, Feb 11 at 11
Meekins, A., Dorset rd, Clapham, Manager to a Licensed Victualler. Feb Jan 15. Brougham, Jan 25 at 11

5, 1879.

ant. Feb 21.

on v. Damm.

n v. Brailly.

Avrill, V.C.

Hewitt, V.C.

Mon, V.C.

5. Radlett

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Wood and

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Colchester

12. Fw,

2. Garlick

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23. Wade

ers, Chester

er, Chapp

an 25. Top

1. Indre

Barridge,

an, Slough

Feb 1.

Catharine

March 1.

51. Mann

Turner and

Jackson,

Gosson,

suz.

Transacting

recording,

11 at 11

Victualler.

Joseph, Pickering place, Bayswater, Dealer in Ornamental
Pet Jan 18. Brougham. Jan 29 at 2
John, Commercial road, Fockham, Wine Merchant. Pet
Jan 14. Moray. Jan 31 at 11
John, William, Suncot, Berks, Dairyman. Pet Jan 18. Pepsys. Feb
Feb 11

To Surrender in the Country.

Benjamin Beaken, Ashen villas, Wandsworth, out of business.
Pet Jan 7. Willoughby. Wandsworth, Jan 28 at 11
Walter, O'd Bedford, Nottingham, Travelling Draper. Pet
Jan 14. Fashitt. Nottingham, Feb 10 at 11
Frederic, Burton-on-Trent, Linen Draper. Pet Jan 13. Hubbersty.
Pet Jan 29 at 4.30
John, Sudbent, Trusthorpe, Lincoln, Farmer. Pet Jan 11.
Great Grimshy, Feb 1 at 11
Richard, Tymawr, Carnarvon. Pet Jan 13. Jones. Bangor.
Pet Jan 29 at 2
Robert Pemberton, Urnston, Lancaster, Grocer. Pet Jan
11. Hulton. Salford, Jan 29 at 11
Bishop Stortford, Maltster. Pet Jan 14. Spence.
Pet Jan 29 at 13
Robert, High Hall, Cumberland, Farmer. Pet Jan 13. Halton.
Pet Jan 29 at 11
George, Uxbridge, Licensed Victualler. Pet Jan 11. Darvill.
Pet Jan 29 at 11
John, Gainsborough, Woolen Draper. Pet Jan 11. Uppieby.
Pet Jan 29 at 11
Manchester, Skirt Manufacturer. Pet Jan 13. Lister.
Pet Jan 29 at 11
Myrtle Hill, York, Coal Merchant. Pet Jan 9. Wake.
Pet Jan 30 at 2

TUESDAY, Jan. 21, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.
George, White Post lane, Hackney Wick, Pig Dealer. Pet
Jan 11. Pepsys. Feb 5 at 11
Wendell, Alfred, Forest rd, Dalston, Licensed Victualler. Pet Jan
11. Pepsys. Feb 5 at 11

To Surrender in the Country.

Richard, Greenwich, Carriage Builder. Pet Jan 17. Pitt-
Pet Jan 17. Greenwich, Feb 7 at 2
George, Fairwater, Cardiff, Brick Manufacturer. Pet Jan 18.
Pet Jan 17. Greenwich, Feb 7 at 11
John, Dordworth, nr Barnsley, Proprietor of Threshing
Pet Jan 16. Bury. Barnsley, Feb 5 at 3
Samuel Robert, Battersea Park rd, Publican. Pet Jan 14.
Willoughby. Wandsworth, Feb 7 at 11
John, Leeds, Glass Manufacturer. Pet Jan 17. Marshall.
Leeds, Feb 5 at 11
James Goughy, Liverpool, Provision Merchant. Pet Jan 16.
Liverpool, Feb 3 at 12
William, Chesterfield, Chemist. Pet Jan 15. Wake. Chester-
field, Jan 31 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 17, 1879.

Charles Henry, Winchester, Teacher of Music. Dec 18

TUESDAY, Jan. 21, 1879.

Edward Pickering, Abingdon, Draper. Jan 20

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan 17, 1879.

Thomas, Hurworth-on-Tees, Durham, Innkeeper. Jan 30 at 11
at offices of Wooler, Priestgate, Darlington
William Jones, Preston, Umbrella Manufacturer. Jan 29 at
11 at offices of Thompson, Lane st, Preston
Euse Francis, Kingston-upon-Hull, Bootmaker. Jan 31 at 2
at offices of England and Co, Quay st chambers, Kingston-upon-Hull
Thomas, Middlewich, Chester, Painter. Jan 29 at 2 at offices
of Cooke, Middlewich
Henry, Carmarthen, Ironmonger. Jan 30 at 2 at offices of
Waller, St Mary st, Carmarthen
Sewell William, Sycamore, near Manchester, Merchant. Feb
10 at 3 at offices of Kershaw and Co, Booth st, Manchester
George Anthony, Vaxley, Suffolk, Farmer. Feb 4 at 2 at offices
of Jennings, Lower Brook st, Ipswich
David, John, Aberfeldy st, East India rd, Builder. Jan 27 at 2 at
offices of MacKreth, Moorgate st
Joseph Benjamin, and Joseph Lancaster, Bowden, Chester.
Pet Jan 7 at 3 at offices of Hinde and Co, Mount st, Albert
square, Manchester. Nicholson and Co, Altrincham
Edmund, Edward, High Newton, Lancaster, Innkeeper. Jan 31 at 11
at Mechanics' Institute, Grange-over-Bands. Pearson, Ulverston
John, Salford, Lancaster, Fish Curer, Feb 4 at 11 at offices
of Smith, King st, Manchester
John, and Henry Carey, St Paul, Bristol, Builders. Jan 31 at 11
at offices of Parsons, High st, Bristol. Salmon, Bristol
John Turner, Longsight, Manchester, Provision Dealer. Jan 30
at 2 at offices of Nadin, Chapel st, Manchester
Thomas, Catherine st, Strand, Manager. Jan 27 at 12 at offices of
Brett, Palmerston buildings, Old Broad st
William Standaish, Gloucester, Photographer. Jan 31 at 3 at
offices of Haines, St John's lane, Gloucester
Thomas, Hobden Bridge, York, Manufacturing Joiner. Jan
29 at 3 at White Hart Hotel, Todmorden. Eastwood, Todmorden
Michael, Houndditch, Cap Maker. Jan 27 at 11 at 8 Fine-
bury square buildings, Chiswell st. Dobson, Duke st, Aldgate
William Henry, and William Tullio Turner, Southampton, Lan-
caster, Cabinet Makers. Feb 6 at 11 at Albert Hotel, Southport.
Walter and Smith, Southport
Thomas, Watgate, Rotherham, Grocer. Jan 31 at 11 at
offices of Badger and Co, High st, Rotherham
William, Wakefield, Professor of Music. Jan 30 at 3 at
Newburgh Hotel, Dewsbury. Lister, Wakefield
Charlotte, Hartlebury, Worcester, Farmer. Jan 30 at 4 at
offices of Miller and Co, Church st, Kidderminster

Blockwell, Benjamin, Great Yarmouth, Smack Owner. Jan 29 at 13 at
at offices of Clowes and Son, Queen st, Great Yarmouth
Bowden, John, Newton Abbott, Devon, Merchant. Feb 3 at 3 at
Magor's Commercial Hotel, Newton Abbott. Hooper and Michalmore
Bricknell, William, Loom, Gloucester, Farmer. Jan 27 at 11 at offices
of Saunders, Chipping Norton
Briggs, Amos, and John Briggs, Oldham, Joiners. Jan 30 at 11 at
Oldham Lyceum, Union st, Oldham. Fletcher, Oldham
Burrell, John, Gateshead, Durham, Slate Merchant. Feb 3 at 11 at
Incorporated Law Society, Royal Arcade, Newcastle-on-Tyne. Phil-
lipson, Newcastle-on-Tyne
Butler, Susan Elizabeth, Dudley, Dressmaker. Jan 29 at 11 at offices
of Rooks, St Bennett's hill, Birmingham
Canley, Hugh, Liverpool, Provision Dealer. Jan 29 at 3 at offices of
Greenway, Dale st, Liverpool
Chamberlain, John Henry, Manes, Cambridge. Jan 31 at 3 at Angel
Hotel, Peterborough. Hart, Priestgate, Peterborough
Chamberlain, William, New road, Whitechapel, Bootmaker. Jan 27 at
4 at 15 Charlotte st, Portland place. Lewis, Weymouth st, Portland
place
Chappell, William Henry, Broad st hill, Steam Ruler. Jan 30 at 2 at
offices of Sidney, Leadenhall st
Churchward, Matthew Henry, Brompton road, Fancy Draper. Feb 6
at 3 at 111 Chesapeake. Maitland
Clare, James Charles, Fincham, Norfolk, Builder. Feb 1 at 13 at the
Court house, Downham market. Reed and Wayman, Downham
Market
Clements, William John, Hereford, out of business. Jan 30 at 4 at
offices of Corner, High Town, Hereford
Cockburn, George, and William Christopher Cockburn, Newcastle-upon-
Tyne, General Commission Agents. Feb 3 at 2 at offices of the In-
corporated Law Society, Royal Arcade, Newcastle-upon-Tyne. Arm-
strong, Newcastle-upon-Tyne
Coleman, Samuel Yates, Cornhill, Picture Dealer. Jan 29 at 2 at offices
of Barnard, White Lion st, Norton Folgate
Cook, Charles, Chesham, Bucks, no occupation. Jan 29 at 12 at the
King's Arms Inn, High st, Great Barkhamstead. Andrew and
Wood, Great James st, Bedford row
Cooke, Peter, Church Copenhall, Grocer. Feb 1 at 3 at offices of
Cooke, Temple chambers, Oak st, Crowe
Coombe, William Winsor, Luton, Davon, Miller. Feb 3 at 11 at offices
of Hooper and Michalmore, Market st, Newton Abbott
Coombs, Graham Lowe, Wigas, Surgeon. Jan 30 at 10.30 at offices of
Wilson, King st, Wigan
Crutchley, Henry, Kingston, Hereford, Beerhouse Keeper. Jan 31 at 1
at the Talbot Inn, Kingston. Chess
Curtis, Henry, Skipton, Somerset, Carpenter. Jan 31 at 11.30 at
Monstave's Railway Hotel, Yatton. Webster, Axbridge
Cuthbert, John, Kingston-upon-Hull, Hop Merchant. Jan 28 at 1 at
the Bridge House Hotel, London Bridge. Laverack, Hull
Dakio, Charles Ewer, and Herbert Howlett Wilmot James, Barners st,
Oxford st, Illustrators of Costumes. Jan 21 at 12 at 39, Barners st,
Oxford st
Daniel, Nicholas, Tynesmouth, Restaurant Keeper. Jan 29 at 3 at the
rooms of the Incorporated Law Society, Newcastle-upon-Tyne.
Gibson, Newcastle-upon-Tyne
Davies, Daniel Tey, Aberystwyth, Monmouth, Brewer. Jan 27 at 12
Dancey, Albion chambers, Newport
Davies, Llewellyn, Middlesbrough, Draper. Jan 31 at 11 at offices of
Sill, Zeland rd, Middlesbrough
Daw, William, Heavitree, Devon, Gent. Feb 3 at 11 at offices of Fewings,
Queen st, Exeter. Huggins
Dawson, John, Manchester, Solicitor. Jan 29 at 11 at offices of Whit-
King st, Manchester. Whitehead, Manchester
De Lacy, Samuel Edward, Kingston-upon-Hull, Old Merchant. Jan 29
at 12 at offices of Sainsbury, Scale lane, Kingston-upon-Hull
Dinsdale, Robert Hardy, Spenny-moor, Durham, Boot Dealer. Jan 31
at 1 at the Commercial Hotel, Albion st, Leeds. Maw, Jan, High
Bondgate, Bishop Auckland
Ellis, James, Middlesbrough, Beerhouse Keeper. Jan 30 at 12 at offices
of Dobson, Gosford st, Middlesbrough
Evans, Evan David, Loughor, Glamorgan, Farmer. Jan 27 at 11 at
offices of Thomas, York place, Swansea
Fitzgerald, John, Bell st, Edgware rd, Clothier. Jan 31 at 11 at offices
of Liggins, Marylebone rd
Flatters, Abraham, Knutsford, Chester, Builder. Jan 29 at 3 at offices
of Potter and Lowe, Mosley st, Manchester
Forbes, Joseph, Horninglow, Stafford, Cooper. Feb 1 at 11 at offices
of Jennings and Burton, Bridge st, Burton-upon-Trent
Frost, George, Kirkley, Suffolk, Fisherman. Feb 4 at 3 at the Crown
Hotel, Lowestoft. Copeman, Loddon
Fuller, Thomas, Abercorn mews, St. John's Wood, Farrier. Jan 30 at
3 at offices of Ford and Co, Bloomsbury sq
Garrett, Robert, Pump row, Spitalfields Market, Potato Salesman.
Jan 27 at 12 at the Old Catherine Wheel Inn, Bishopgate st Without.
Hicks, George rd, Victoria park
Garrod, Robert, Sunderland, Outfitter. Jan 21 at 3 at offices of Bell,
John st, Sunderland
Giles, Thomas, Kingston-upon-Hull, Builder. Jan 29 at 12 at offices
of Monks and Penn, Parliament st, Kingston-upon-Hull
Green, James, Alncliffe, Lancaster, Builder. Jan 29 at 11 at offices of
Threlfall, London st, southport
Greenwood, Thomas, Lydgate, nr Todmorden, Cotton Manufacturer.
Jan 30 at 4 at the White Hart Hotel, Todmorden. Hatwood, Tod-
morden
Griffiths, James, Belvedere rd, Lambeth, Wood Turner. Jan 27 at 2
at offices of White, Lancaster place, Strand. Morris, Lancaster
place
Hammond, Charles, Arundel, Sussex, Coachbuilder. Feb 4 at 12 at
145, Chesapeake, London. Goodman, Brighton
Harris, Philip, Davis Marks, Aldgate, Eating-house Keeper. Feb 6 at
2 at offices of Barnard, White Lion st, Norton Folgate
Hart, Francis George, Highbridge, Somerset, Watchmaker. Jan 31 at
11 at offices of Chapman, High st, Bridgewater
Hammans, Samuel Edward Weatherall, Torquay, Devon, Gentleman.
Feb 1 at 1.30 at the Queen's Hotel, Strand, Torquay. Friend,
Exeter

Hermann, Frederick, Manchester, Drysalter. Feb 10 at 11 at offices of Mann, Cooper st, Manchester

Hewes, Joseph, Ilfracombe, Devon, Hardwareman. Jan 31 at 11.30 at offices of Thorne, Castle st, Barnstaple

Hibbert, Henry, Penlidon, Lancaster, Grocer. Feb 3 at 11 at offices of Lawson, Peter st, Manchester

Higgins, John Latham, Woodstock, Oxford, Draper. Jan 31 at 11 at offices of Swears and Thompson, Corn Market st, Oxford

Hodgkiss, Hannah Maria, Bath, Licensed Victualler. Jan 28 at 12 at offices of Triggs, Broad st, Bristol. Benson and Carpenter, Bristol

Holland, Joseph, Manchester, Skirt Manufacturer. Feb 4 at 3 at offices of Boote and Edgar, Booth st, Manchester

Holmes, John Thomas, Great Grimsby, Carter's Manager. Jan 31 at 2.45 at offices of Mason, Victoria st South, Great Grimsby

Holt, James, Rochdale, Rope Maker. Jan 28 at 2.30 at offices of Brierley, Butt's avenue, Rochdale

Howard, James, Bootle, Lancaster, Licensed Victualler. Feb 5 at 3 at offices of Barrell and Co, Lord st, Liverpool

Hudson, Robert John, and Joseph Booth, Kingston-upon-Hull, Seed Crushers. Jan 31 at 1 at the Station Hotel, Kingston-upon-Hull. Simpson and Burrell

Hudson, Thomas George, Kingston-upon-Hull, Confectioner. Feb 3 at 2 at offices of Hind, Quay st, Kingston-upon-Hull

Hunt, William, Filey, York, Plumber. Jan 31 at 2 at offices of Richardson, Church st, Filey

Ireland, Richard, Filey, York, Boot Maker. Jan 31 at 1 at offices of Williamson, Newborough st, Scarborough

Jackson, Charles, Kingston, Surrey, Laundryman. Jan 30 at 12 at 19, Essex st, Strand. Gascoigne and Co

Jobson, Edwin, Dalderby, Lincoln, Wheelwright. Jan 30 at 2 at 6, Tinker's entry, Horncastle. Boulton, Horncastle

Jones, Evan, Bwelychap, Carmarthen, Mason. Jan 30 at 11 at offices of Evans, Red st, Carmarthen

Keep, Henry, Aldersgate st, Feather Manufacturer. Feb 7 at 3.30 at offices of Briant, Winchester House, Old Broad st

Kirkham, Denis, Saint Andrew, Norwich, Cabinet Maker. Jan 27 at 3 at offices of Stanley, Bank Place, Norwich

Kirkman, Thomas Lennox, Leeds, Tobaccoist. Jan 30 at 1 at offices of Rooke and Midgley, White Horse st, Bar lane, Leeds

Lawrence, George Alfred, Birmingham, Fender Manufacturer. Jan 31 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham

Lawrence, James, Binfield, Berks, Brick Merchant. Feb 7 at 11 at the Station Hotel, Bracknell. Cave, Bracknell

Leeson, Herbert, Chesham, Manchester, Elastic Web Dealer. Feb 1 at 11 at offices of Sumner, Morden st, Manchester

Le Voi, Michael Levy, Haymarket, Tobaccoist. Jan 29 at 3 at the Guildhall Tavern, Gresham st. Barnett, Palmerston buildings, Old Broad st

Macdonald, Robert Escourt, St Alban Hall, Oxford, Gentleman. Feb 1 at 2 at the Clarendon Hotel, Oxford. Daubeny and Wilson, Bath

Moore, John, Matlock, Derby, Baker. Jan 29 at 3 at offices of Potter, Matlock Bridge, Derby

Morgan, Evan, Swansea, Grocer's Assistant. Jan 30 at 4 at offices of Thomas, York place, Swansea

Morley, Thomas, Bradford, Hatter. Jan 27 at 11 at offices of Singleton, New Booth st, Bradford

Murrin, Josiah, Greenwich, Carpenter. Jan 30 at 3 at the Lecture Hall, Greenwich. Hallam, South sq, Gray's inn

Nicoll, Donald, Palgrave place, Strand, Agent. Jan 31 at 3 at offices of Morley and Shirreff, Palmerston buildings, Old Broad st

Oldham, William, Darlington, Hatter. Jan 30 at 1 at offices of Woolley, Friar-gate, Darlington

Parish, George Henry, West Bromwich, Brick Manufacturer. Jan 31 at 10.30 at offices of B.akin, High st, West Bromwich

Parr, Richard, Puckeridge, Hertford, Saddler. Feb 3 at 11.30 at the Salisbury Arms Hotel, Fore st, Hertford. Swarder, Hertford

Parson, John Charles, Westport villa, Caanberry, Boot Manufacturer. Jan 27 at 3 at the Mason's Hall Tavern, Mason's avenue, Coleman st. Noton, Great Swan alley, Moorgate st

Pedley, Hugh, Hednesford, Stafford, Bootmaker. Jan 29 at 12 at the Stork Hotel, Lichfield st, Walsall. Pointon, Birmingham

Pell, Charles, Brighton, Straw Hat Manufacturer. Feb 3 at 3 at offices of Goodman, North st, Brighton

Peterson, Edward Pearson, Bradford, Architect. Jan 28 at 11 at offices of Lees and Co, New Ivetgate, Bradford

Phelps, Rose, Newington causeway, Surrey, Stationer. Jan 25 at 2 at offices of Marchant and Co, Ludgate hill

Pigott, Henry Augustus, Weston st, Stratford, Grocer. Feb 4 at 2 at offices of Slater and Co, Guildhall chambers, Basinghall st. Cantlin, Wornwood st, Old Broad st

Pottage, Francis, Wheelrake, York, Farmer. Jan 26 at 11 at offices of Crumble, Stonegate, York

Poynter, James, Haas place, Sloans st, Gent. Jan 30 at 3 at offices of Tidy and Tidy, Backville st, Piccadilly

Preston, Thomas, Piccadilly, Manchester, Drysalter. Jan 28 at 3 at offices of Garner, Cooper st, Manchester

Price, George William, Nottingham, Lace Manufacturer. Jan 31 at 4 at offices of Acton, Victoria st, Nottingham

Randall, James, Aberystwyth, Roarhouse Keeper. Feb 3 at 12 at offices of Farquhar, Frognore st, Aberystwyth

Reynolds, George Matthew, Old Warden, Bedford, Surveyor. Feb 4 at 11 at offices of Mit hell and Webb, St Paul's sq, Bedford

Roberts, William, Coalville, Leicester, Builder. Jan 28 at 11 at offices of Fisher and Cheate, Asby-de-la-Zouch

Robinson, John, Dukinfield, Cheshire, Coach Proprietor. Jan 31 at 2 at the Queen's Arms Inn, King st, Dukinfield. Tremwen, Manchester

Rogers, Denis, St George, Gloucester, Builder. Jan 31 at 12 at offices of Akeley, Clare st, Bristol

Rosenbaum, Henry, Alston sq, Dalton, Wholesale Jeweller. Feb 6 at 3 at offices of Goldberg and Langdon, West st, Finsbury circus

Rowe, Richard, Budge row, Cannon st, Warehouseman. Jan 29 at 3 at offices of Philip, Walbrook

Rudd, Thomas, Whitby, Cambridge, Blacksmith. Feb 1 at 12.30 at offices of Gaches, Cathedral gateway, Peterborough

Rushton, John, Edensfield, nr Bury, Cotton Waste Spinner. Feb 10 at 11 at the Mitro Hotel, Cathedral yd, Manchester. Rowley and Co, Manchester

Russell, John, Oldham, Joiner. Feb 5 at 3 at offices of Whitaker, St Peter st, Oldham

Salmon, James William, Mexborough, York, Grocer. Jan 31 at 3 at offices of Badgers and Co, High st, Rotherham

Schlesinger, Andrew, and William Moritz Wechsner, Bradford, Merchants. Jan 31 at 11 at offices of Wood and Co, Commercial Bank buildings, Bradford

Skelton, William, Plymouth, Lath Bender. Jan 28 at 11 at offices of Square, George st, Plymouth

Smith, Charles, Coldharbour lane, Brixton, Builder. Jan 31 at 12 at offices of Swain and Co, Gresham buildings, Basinghall st. Swain and Co, King st, Cheapside

Smith, Eden, Bradford, Grocer. Jan 30 at 4 at offices of Wilkinson, Kirkgate, Bradford

Smith, James, Hastings, Hairdresser. Jan 29 at 1 at offices of Savory, Trinity st, Hastings

Stocker, John, Uffculme, Devon, Coal Merchant. Jan 30 at 10 at offices of Danford and Co, Tiverton

Stooke, John Barges, Newton Abbot, Devon, Warehouseman. Jan 28 at 11 at offices of Fawcens, Queen st, Exeter. Huggins, Exeter

Stringer, Frank Buckley, Moss side, Lancashire, Accountant. Feb 3 at 3 at offices of Nadin and Wild, Chapel st, Salford

Storer, John, Birmingham, Grocer. Jan 30 at 3 at offices of Swain and Robinson, Church st, Birmingham

Stringer, Joseph, Leffwich, Cheshire, Carter. Jan 27 at 3 at offices of Green and Dixon, Northwich

Strong, John, Silloth, Cumberland, Joiner. Jan 31 at 11 at offices of Wright and Brown, Bank st, Carlisle

Suttill, Frank, Lower Broughton, Lancashire, Joiner. Jan 29 at 3 at offices of Burton, King st, Manchester

Swales, Joseph, Hadfield, Derby, Chemist. Jan 31 at 3 at offices of Whitehead, Stamford st, Staleybridge

Sykes, Archibald, Mark lane, Merchant. Feb 4 at 2 at offices of Layton and Co, Budge row

Sykes, Joe Craven, Manchester, Cigar Merchant. Feb 1 at 11 at offices of Stevenson, War's buildings, Deansgate, Manchester

Tappenden, Henry, Sutton Valence, Kent, Farmer. Jan 30 at 2.30 at offices of Monckton and Co, King st, Maidstone

Tarryer, George, Lower Thames st, Licensed Waterman. Jan 28 at 1 at Mason's Hall Tavern, Mason's avenue. Waring, Borough High st

Taylor, Ann, Houghton-le-Skerne, Durham, Lodging-house Keeper. Jan 31 at 11 at offices of Woolley, Friar-gate, Darlington

Tempest, Joseph, Morley, York, Fruit Merchant. Jan 31 at 1 at offices of Booth and Son, Hanover st, Batley. Watts and Son, Batley

Thornhill, John Henry, Liverpool, General Dealer. Feb 3 at 10 at offices of Rogers and Co, Cook st, Liverpool. Cold, Liverpool

Thorpe, Ephraim, Foly Hall, Huddersfield, Tobaccoist. Jan 30 at 3 at offices of Anley and Hall, New st, Huddersfield

Tiarks, Charles Phipps, Star court, Bread st, Merchant. Jan 29 at 3 at offices of Saxeby and Faulkner, Ironmonger lane

Toogood, Richard, Kingston-upon-Hull, Oil Refiner. Jan 27 at 10 at Imperial Hotel, Faragon st, Kingston-upon-Hull. Roberts and Lamb, Kingston-upon-Hull

Townsend, John, Brookland, Gloucester, Steam Tug Owner. Feb 1 at 10.30 at offices of Smith and Franklin, Berkeley st, Gloucester

Tronbeck, William, Gloucester, Tailor. Jan 29 at 11 at offices of Franklin, Berkeley st, Gloucester

Tucker, John Bone, Coburg road, Old Kent road, Printer. Jan 27 at 1 at offices of Ford, Howard st, Strand

Tweedy, Robert, William Tweedy, Robert Milford Tweedy, and Charles Tweedy, Truro, Falmouth, Penryn, and Redruth, Bankers. Jan 30 at 11.30 at Public Rooms, Truro. Smith and Paul, Truro

Umpeby, John, Boroughbridge, York, Tailor. Feb 5 at 1 at offices of Paley, Petergate, York

Vessey, George, Hotham, York, Licensed Victualler. Jan 29 at 12 at offices of Sommers, Market st, Kingston-upon-Hull

Wale, Alfred, Nottingham, Yarn Agent. Jan 31 at 12 at offices of Wale and Hind, Fletcher-gate, Nottingham

Walter, Henry Thomas, Cheltenham, Grocer. Feb 3 at 3 at offices of Stroud, Clarence parade, Cheltenham

Warren, Henry George, and Philip Friend, Greenwich, Engineers. Feb 4 at 3 at offices of Marchant and Purvis, George yard, Lombard st

Webb, George, Croydon, Surrey, Builder. Jan 30 at 2 at 11 Ironmonger lane. Pullen Basinghall st

Whittingham, James, and John Willary, Walsall, Stafford, Sundry Manufacturers. Jan 31 at 11 at offices of Baker, Bridge st, Walsall

Whitliffe, Joseph, Dewsbury, York, Stone Mason. Jan 30 at 2 at the Scarborough Hotel, Dewsbury. Sykes

Wilkinson, Thomas James, Manchester, Surgeon. Feb 3 at 3 at offices of Creldand, Cross st, Manchester

Willison, William, York, Tailor. Jan 29 at 2 at offices of Crumble, Stonegate, York

Winne, Francis Robert Phippen, Bristol, Commercial Traveller. Jan 29 at 12 at offices of Ayre, Broad st, Bristol

Winter, James, Hastings, Stonemason. Jan 29 at 11 at offices of Savory, Trinity st, Hastings

Wise, Samuel Thomas, Addlestone, Surrey, Clerk. Feb 1 at 5 at the Queen's Head Tavern, Chertsey. Preston, Addlestone

Wise, William, Liverpool, Insurance Agent. Jan 30 at 2 at offices of John B. and Robert Baines, Castle st, Liverpool. Goffey and Norris, Liverpool

Woodley, George, Great Dunmow, Essex, Grocer. Feb 3 at 12 at offices of Moss, Gracechurch st

Woodman, George Alfred, New Kent rd, out of business. Feb 6 at 1 at offices of Layton and Co, Budge row, Cannon st

Womersley, Benjamin, Bradford, Boot Dealer. Jan 29 at 3 at the Bradford Creditors' Association, 7, Parkinson's chambers, Market st, Bradford

Worrall, Edward, Banbury, Cheshire, Butcher. Jan 28 at 1 at offices of Brooke, Dyant buildings, Nanwich

Wright, George, Charlotte st, Finsbury sq, Printer. Jan 27 at 1 at offices of Tanner and Co, Great Russell st, Bloomsbury. Croxley, Great Russell st

Frederick Leopold, Chorlton-on-Medlock, Manchester, Jan 25 at 3 at offices of Sampson, South King St, Manchester

TUESDAY, Jan. 21, 1879.

Adams, David, Linthouse caseway, Linthouse. Bootmaker. Jan 31 at 11 at offices of Scholes, Rugby chambers, Chapel st, Bedford row
 Joseph, Carlisle, Agricultural Engineer. Feb 11 at 3 at offices of Wright and Brown, Bank st, Carlisle
 Bailey, Henry, Rawmarsh, York, Licensed Victualler. Jan 31 at 11 at offices of Oxley and Co, Westgate, Rotherham
 Baker, Charles William, Bradford, Solicitor. Feb 5 at 3.30 at offices of Noll, Kingsgate, Bradford
 Baldwin, Abraham, Guiseley, York. Feb 3 at 3 at offices of Brooks, Leeds
 Baker, Joseph, Willenhall, Licensed Victualler. Jan 31 at 11 at offices of Oxley, New rd, Willenhall
 Baker, John, Shoreham, Sussex, Chemist. Feb 5 at 1 at offices of Kincaid and Co, Cheapside. Hodson, Shoreham
 Baker, William, Lambourne, Berks, Farmer. Feb 3 at 2 at the White Hart Hotel, Newbury. Lucas, Newbury
 Baker, Alfred William, Salisbury, Licensed Victualler. Feb 3 at 3 at the Elephant and Castle Inn, Market place, Salisbury. Bell, Southampton
 Baker, Stephen Richard, Margate, Builder. Feb 10 at 3 at offices of Oxley, The Parade, Margate
 Baker, Benjamin, Keighley, York, Worsted Spinner. Feb 3 at 3 at offices of Noll, Kingsgate, Bradford
 Baker, John, and Henry Carey, Bristol, Builders. Jan 31 at 3.30 at offices of Parsons, High st, Bristol. Salmon, Bristol
 Baker, Charles, Liverpool, Fruiterer. Feb 3 at 12 at offices of Carruthers, Lord st, Liverpool
 Baker, John, Sheffield, Provision Dealer. Jan 31 at 3 at the Compton Hotel, Church st, Liverpool. Allen, Sheffield
 Baker, James, Mansbrough, York, Tobaccoconist. Feb 1 at 11 at offices of Willis, Church st, Rotherham
 Baker, Timothy, Sutcliffe, Keighley, York, Worsted Spinner. Feb 4 at 3 at offices of Wright and Waterworth, Devonshire buildings, Keighley
 Baker, George, Sale, Cheshire, Contractor. Feb 4 at 3 at offices of Richardson and Son, Booth st, Manchester
 Baker, John, Barrow-in-Furness, Chemist. Feb 3 at 11 at the Imperial Hotel, Barrow-in-Furness. Nalder, Barrow-in-Furness
 Baker, William, Oldham, Stonemason. Jan 31 at 3 at offices of Buckley, Church lane, Oldham
 Baker, William, South Bank, York, Carrier. Feb 3 at 12 at offices of Twedd, High st, Stockton-on-Tees
 Baker, Vincent, Wath-upon-Dearne, York, Builder. Jan 31 at 12 at the King's Head Hotel, Barnsley. Smith, Sheffield
 Baker, Thomas, Stone, Stafford, Shoe Manufacturer. Feb 6 at 2.30 offices of Holtham, Bank passage, Stafford
 Baker, William, Guildford, Coal Merchant. Jan 31 at 1 at the County and Borough Hall, North st, Guildford. White, Guildford
 Baker, Charles Henry, Milverton, Warwick, Lodging house Keeper. Feb 4 at 11 at offices of Abbott, Spencer st, Leamington
 Baker, John, Bristol, Milliner. Jan 29 at 2 at offices of Ryland, Small st, Bristol. Brittan and Co, Bristol
 Baker, William, Saffron Walden, Essex, Grocer. Feb 3 at 3 at offices of Adams and Son, King st, Saffron Walden
 Baker, Isaac Alexander, Towy, Merioneth, Hotel Keeper. Jan 25 at 3 at the Cambrian Hotel, Towy. Hughes and Son, Aberystwith
 Baker, James Clarke, Nottingham, Lace Manufacturer. Feb 7 at 11 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham
 Baker, John Henry, Marca, Cambridge, Farmer. Jan 31 at 3 at the Angel Hotel, Peterborough. Hall, Peterborough
 Baker, James Cooper, Howard rd, Stratford, Grocer. Feb 4 at 11 at 14, Chapside. Holmes, Fenchurch st
 Baker, William, Swansea, Butcher. Jan 30 at 2.30 at offices of Thomas, Telford place, Swansea
 Baker, Henry Stephen, Wolverhampton, Bicycle Manufacturer. Feb 3 at 3 at offices of Wilcock, Queen st, Wolverhampton
 Baker, William Cope, Leicester, Baking house Keeper. Feb 3 at 12 at offices of Fowler and Co, Grey Friars chambers, Friar lane, Leicester
 Baker, Thomas, Long lane, Bermondsey, Grocer. Jan 31 at 11 at offices of Treherne and Wolferstan, Ironmonger lane, Cheapside
 Baker, William Henry, Rotherham, Boot Dealer. Feb 1 at 11 at offices of Oxley and Co, Westgate, Rotherham
 Baker, William Arthur, Chatham, Provision Dealer. Feb 10 at 11 at the Bull Hotel, Rochester. Wood and McLeish, Rochester
 Baker, William, Cambsford, York, Farmer. Jan 30 at 3 at the Old Swan Inn, Selby. Wright, Selby
 Baker, Matthew, Risco, Mon, out of business. Feb 3 at 12 at offices of Brown and Carpenter, Bank chambers, Corn st, Bristol
 Baker, John Charles, Sheffield, Provision Dealer. Jan 31 at 1 at the Compton Hotel, Church st, Liverpool. Allen, Sheffield
 Baker, William, Cardiff, Boot Manufacturer. Jan 31 at 11 at offices of Morgan and Scott, High st, Cardiff
 Baker, Richard, and Henry Charles Houston, Manchester, General Merchants. Feb 5 at 11 at the Mosley Hotel, Piccadilly, Manchester. Outen and Elliott, Manchester
 Baker, Edward, Halifax, Licensed Victualler. Feb 7 at 11 at offices of Jobb, Harrison rd, Halifax
 Baker, Edward, and Jonathan Pennington, Hanley, Earthenware Manufacturers. Jan 30 at 3 at the Sea Lion Hotel, High st, Hanley
 Baker, Joseph, Chorlton-on-Medlock, Timber Merchant. Feb 4 at 1 at offices of Leigh, Brown st, Manchester
 Baker, Samuel, Liverpool, Cotton Broker. Jan 3 at 12 at offices of Calverley, Lord st, Liverpool
 Baker, Thomas, King-windor, Stafford, Pawnbroker. Feb 1 at 11 at offices of Chisley, High st, Brierley hill
 Baker, John Thomas, Stafford, Builder. Jan 31 at 11 at offices of Hand and Co, Martin st, Stafford
 Baker, Charles, Brighton, Boot Maker. Feb 8 at 12 at offices of Penner and Co, Gresham buildings, Maynard, Brighton
 Baker, Thomas, Milcom, Cumberland, Tailor. Feb 6 at 3 at offices of Mann, Cooper st, Manchester

Fort, Frederick, Bath, Confectioner. Jan 31 at 11 at offices of Oliver, Assembly Rooms, Bath. Bedford, Bristol
 Fox, Charles, Stars st, Paddington, Corn Merchant. Jan 30 at 3 at the Castle and Falcon Hotel, Aldersgate st, Johnson, Stonefield st, Islington
 Gates, John Brook, Basinghall st, Builder. Jan 24 at 11 at offices of Howard and Co, New Bridge st
 Gilling, Samuel, Cheddar, Somerset, Coal Dealer. Feb 4 at 10.30 at offices of Webster, Arbridge
 Goss, George Pratt, Solihull, nr Birmingham, out of business. Feb 3 at 3 at offices of Fallows, Cherry st, Birmingham
 Hadden, Thomas, Birmingham, Greengrocer. Jan 29 at 12 at offices of Smith, Temple st, Birmingham
 Haigh, John, and George Haigh, Old st, St Luke's, Tailor. Jan 31 at 2 at offices of Swaine, King st, Cheapside
 Halkett, Patrick, Mark lane, Seed Merchant. Feb 5 at 3 at offices of Anderson and Sons, Ironmonger lane
 Harding, James, Tottenham rd, Dealer in China. Feb 3 at 2 at offices of Farlow and Jackson, St Benet pl, Gracchurch st
 Harris, Joseph, Middleborough, Confectioner. Jan 29 at 11 at offices of Teale, Albert rd, Middleborough
 Harris, William, Gloucester, Dairyman. Feb 3 at 3 at offices of Haines, St John's lane, Gloucester
 Harrison, Robert, Heywood, Lancashire, Builder. Feb 5 at 3 at offices of Worth, Market place, Heywood
 Harvey, William Thomas, South Eton, nr Middleborough, Provision Dealer. Feb 3 at 11 at the Wholesale Traders' Association, 116, High st, Stockton-on-Tees
 Hawkins, William John, Jan, Flood st, Chelsea, Greengrocer. Feb 1 at 11 at offices of Head, Newington caseway
 Hazlett, Josiah, Bury, Sewing Machine Dealer. Jan 30 at 2 at offices of Anderton, Garden st, Bury
 Herring, Alfred Henry, Calford rd, De Bevoer town, Bmnet Ship Maker. Feb 1 at 1 at offices of Faithfull and Owen, Westminster chambers, Victoria st
 Hill, Robert, Wood's buildings, Shorelitch, Cabinet Maker. Feb 3 at 3 at offices of Morris, Carter lane, Doctors' common
 Hirsch, David, Basinghall st, General Merchant. Feb 3 at 2 at the Inns of Court Hotel, High Holborn. Murray, Langham st, Portland place
 Hockey, Charles, Henstridge, Somerset, Dealer. Jan 25 at 3 at the Antelope Hotel, Sherborne. Davies, Sherborne
 Hodgson, Simpson Spraggon, Sunderland, Clerk. Jan 30 at 11 at offices of Alcock, jun, Frederick Lodge, Sunderland
 Holme, James, Hindley, Lancashire, Shopkeeper. Feb 4 at 3 at offices of Wood, King st, Wigan
 Horsfall, David, Croftland Moor, Huddersfield, Machinist. Jan 31 at 3 at offices of Leary and Co, Buxton rd, Huddersfield
 Hudson, John, jun, Witney, Oxford, Coal Merchant. Feb 4 at 12 at the Marlborough Arms Hotel, Witney. Maltman, Oxford
 Hurst, Albert William, Stone, Stafford, Tailor. Feb 7 at 12 at the White Bear Hotel, Piccadilly. Holtham, Stone
 Hussey, John, High Wycombe, Buckingham Greaser. Feb 6 at 2 at the Council Chamber, Townhall High Wycombe. Clarke, High Wycombe
 Hutchinson, Robert, York, Nurseryman. Jan 30 at 11 at offices of Baitton and Hutchinson, Harrogate
 Ickinrill, Ira, and James Ickinrill, Keighley, York, Worsted Spinners. Feb 3 at 11 at the Victoria Hotel, Bradford. Berry and Robinson, Bradford
 Jackson, John, Endon, Stafford, Boarding house Keeper. Feb 3 at 3 at offices of Tennant and Co, Cheapside, Hanley
 Jackson, Joseph Hood, Longton, Stafford, Watchmaker. Jan 29 at 2 at offices of Hollinshead, Tunstall
 Jeffery, John William, and Martin Ford, Keighley, York, Cabinet Makers. Feb 5 at 2.30 at offices of Robinson and Robinson, Keighley
 Jennings, David, West Bromwich, Stafford, Builder. Feb 3 at 12 at offices of Caddick, New st, West Bromwich
 Jones, William, Criccieth, Carnarvon, Builder. Jan 30 at 1 at offices of Louis and Edwards Castle st, Ruthin
 Jowett, Oliver, Leicester, Beerhouse keeper. Feb 6 at 3 at offices of Loeby and Co, Market place, Leicester
 Judge, Edward, Shipley, York, Builder. Jan 31 at 2 at offices of Beverley, Huestigate, Bradford
 Kears, Henry, Water lane, Great Tower st, Tea and Coffee Merchant. Feb 13 at 2 at offices of Cottrell, Chancery lane
 Kirkup, Robert, Blackburn, Travelling Draper. Feb 1 at 11 at offices of Scott, Victoria st, Blackburn
 Leadbetter, Joseph, Formby, Lancashire, Builder. Feb 11 at 11 at offices of Linaker, East Bank st, Southport
 Le Pie, Samuel, Sheffield, Slate Merchant. Feb 3 at 11 at offices of Binney and Co, Queen st chambers, Sheffield
 Lewis, David, Merthyr Tydfil, Glamorgan, Bailiff. Jan 31 at 2 at the Crown Inn, Merthyr Tydfil
 Lincoln, John Andrews, Brunswick place, Shepherd's Bush, Commission Agent. Feb 13 at 2 at 269, High Holborn. Lickfold, Uxbridge rd
 Martin, James, Middleborough, Licensed Victualler. Jan 31 at 2 at offices of Teale, Albert rd, Middleborough
 Madd, Edward, Malton, York, Rope-maker. Feb 3 at 11 at offices of Barliff, Market place, Malton
 Miller, Charles, Canal rd, Kingsland rd, Rag Merchant. Feb 6 at 2 at offices of Barrett, John st, Bedford row
 Mills, Charles, Charles Henry Mills, and William Mills, Walsall, Stafford, Wholesale Saddlers. Feb 3 at 11 at offices of Wilkinson and Gillespie, Bridge st, Walsall
 Millward, Francis, Birmingham, Hatter. Feb 4 at 2 at offices of Burman and Crompton, Cherry st, Birmingham
 Minife, John Holloway, and George Minife, Sherborne, Hair Dressers. Feb 3 at 12 at the Wood's Hotel, Furnival's inn, Holborn. Davies, Sherborne
 Mitchell, Thomas, Bradford, York, Commission Agent. Jan 31 at 3 at the Bradford Creditors' Association, Parkinson's chambers, Market st, Bradford
 Morgan, Henry, Newport, Monmouth, Butcher. Feb 3 at 3 at offices of Vaughan, Dock st, Newport
 Moxon, John, Heyland Nether, York, Joiner. Feb 4 at 11 at the Coach and Horses Hotel, Barnsley. Barra, Rotherhithe

Mason, William, Gladstone place, Islington, Bootmaker. Jan 30 at 11 at the Ruby chambers, Chapel st, Bedford row. Scholes
 Nicklison, Ellen Martha, Central Meat Saleswoman. Feb 3 at 3 at
 offices of Miles, King Edward st, Newcastle at
 Ormond, Elias Frederick, Old Kent rd, Miller. Feb 5 at 1 at the Law
 Institution, Chancery lane. Dennis Ruston rd
 Packwood, Walter Thomas, Stourbridge, Worcester, Upholsterer. Feb
 1 at 10.30 at offices of Wall, Union chambers, Stourbridge
 Paine, John Albert, Gamlingay, Cambridge, Gardener. Feb 4 at 2 at
 offices of Symonds, Benet st, Cambridge
 Palmer, Clayton, Twickenham, Schoolmaster. Feb 10 at 2 at 2 at the
 Albany Hotel, Twickenham. Wild and Co, Ironmonger lane
 Parry, Edwin Owen, Llandudno, Carnarvon, General Draper. Feb 7
 at 2 at the Queen's Hotel, Chester. Jameson, Llandudno
 Pearson, John, Middlesborough, Lathrender. Feb 4 at 12 at offices of
 Jackson and Jackson, Albert rd, Middlesborough
 Pendlebury, James, Manchester, Coal Merchant. Feb 12 at 3 at offices
 of Storer, Fountain st, Manchester
 Plackett, May, Dale Abbey, Derby, Innkeeper. Feb 11 at 3 at offices of
 Briggs, Amen alley, Derby
 Powell, David, Cardiff, Boot Dealer. Jan 30 at 11 at offices of Bielloch,
 St Mary st, Cardiff. Morgan and Scott, Cardiff
 Redwood, William Frederick and Arthur Redwood, Red Lion st,
 Wandsworth, Auctioneers. Feb 3 at 3 at offices of Davies, Basing-
 hall st
 Reeve, Isaac, Colchester, Timber Merchant. Feb 6 at 3 at the Fleete
 Hotel, Head st, Colchester. Digby and Evans, Maldon
 Rewcastle, John, and Thomas Hanning, Hexham, Painters. Feb 3 at 1
 at 11 at offices of Pruddah, Hexham
 Richardson, Samuel, Stockton-on-Tees, Merchant Tailor. Feb 3 at 2 at
 the West Riding Hotel, Wellington st, Leeds. Draper
 Roberts, Robert Thomas, Conway, Carnarvon, Draper. Feb 4 at 2 at
 the White Bear Hotel, Manchester. Webster, Conway
 Root, Frederick Richard, River terrace, King's Cross, Potato Salesman.
 Jan 30 at 12 at offices of Sharpe, Gresham buildings, Basinghall st.
 Tarrant and Mackrell, Bond ct, Walbrook
 Rosson, John William, Luton, Bedford, Siraw Hat Manufacturer. Jan
 31 at 11.30 at the Flait Hall Hotel, Cheapside. Shepherd and Ewen,
 Luton
 Russell, Thomas, York, Boot Dealer. Feb 5 at 11 at offices of Mann
 and Son, New st, York
 Ryan, Walter James, Imperial arcade, Ludgate hill, Vendor of Hard-
 ware. Feb 12 at 3 at offices of Young and Thompson, Great James
 st, Bedford row
 Seadman, William, Old Ford rd, Builder. Jan 30 at 12 at the Old
 Catherine Wheel Inn, Bishopsgate st Without. Hicks, Grove rd,
 Scholes, John, Morcott, Rutland, Machinist. Feb 4 at 10 at offices of
 Law, St Mary's place, Stamford
 Shaw, Thomas, Nantwich, Cheshire, Nail Maker. Feb 3 at 11 at offices
 of Pointon, Albert chambers, Church st, Crewe
 Silburn, Henry, Wisbech St Peter, Cambridge, Upholsterer. Jan 31 at 1
 at the Great Northern Hotel, Peterborough. Ollard, Wisbech
 Skelton, Charles, Plymouth, Tailor. Feb 4 at 3 at offices of Shelly,
 Princes sq, Plymouth
 Smallwood, Joseph, Cliftonville Hove, Sussex, Boot Maker. Feb 5 at 3
 at offices of Montagu, Bucklersbury
 Smith, George Henry, Pendleton, Lancashire, Chemist. Feb 10 at 3 at
 offices of Strorer, Fountain st, Manchester
 Smith, James, Leeds, Draper. Jan 31 at 3 at offices of Bointon, Old
 Bank chambers, Leeds
 Smith, Samuel, Bull Green, Halifax, out of business. Feb 7 at 3 at
 offices of Rhodes, Horton st, Halifax
 Stanley, John, Bradford, York, Beerhouse keeper. Jan 29 at 11 at
 offices of Rhodes, Kirkgate, Bradford
 Stanwick, William, Darlington, Provision Dealer. Jan 30 at 10 at
 offices of Wilkes, Northgate, Darlington
 Sykes, George, Leeds, Fruit and Potato Merchant. Feb 3 at 1 at offices
 of Rooke and Midgeley, White Horse st, Boar lane
 Taylor, Charles, Camp Hill, Aston-juxta-Birmingham, Provision
 Dealer. Feb 1 at 11 at offices of Bower and Co, Paradise st, Birming-
 ham
 Taylor, Charles Henry, Leeds, Ironfounder. Feb 3 at 3 at the Victoria
 Hotel, Great George st, Leeds. Lodge, Leeds
 Taylor, Daniel, Balham, Surrey, Builder. Jan 31 at 3 at offices of
 Woodfin and Wray, Finsbury circus
 Taylor, Richard Thomas, Barrow-in-Furness, Licensed Victualler. Jan
 30 at 2 at the Palatine Hotel, Manchester. Bradshaw, Barrow-in-
 Furness
 Taylor, Roger, Oldham, Innkeeper. Feb 3 at 3 at the King's Arms
 Hotel, Yorkshire st, Oldham. Pensonby and Carlile, Oldham
 Thacker, James Henry, Tewkesbury, Gloucester, Licensed Victualler.
 Feb 4 at 11 at offices of Moores and Ronney, Tewkesbury
 Thompson, Thomas, Scotswood, nr Newcastle-upon-Tyne, Grocer.
 Jan 31 at 2 at offices of Stanford, Collingwood st, Newcastle-upon-
 Tyne
 Tinkler, Joseph, Penrith, Cumberland, Joiner. Feb 3 at 3 at offices of
 Cant, Southend rd, Penrith
 Toop, George, Long Sutton, Lincoln, Veterinary Surgeon. Feb 5 at
 11 at offices of Mossop and Mossop, Long Sutton
 Toulson, James Augustine Hartley, Leeds, Chemist. Jan 31 at 3 at
 offices of Pickering, South parade, Leeds
 Troulan, James, Wellington, Boot Manufacturer. Feb 4 at 12 at offices
 of Taylor, King st, Wellington
 Vaughan, Thomas, Bristol, Fish Merchant. Jan 31 at 2 at offices of
 Clifton, Broad st, Bristol
 V-ux, Thomas Wentworth, and James Pickston, Manchester, Provision
 Merchants. Feb 7 at 3 at offices of Addleshaw and Warburton,
 Norfolk st, Manchester
 Wade, Edward, Ipswich, Bent Timber Merchant. Feb 5 at 12 at offices
 of Jackson and Son, Silent st, Ipswich
 Wadman, Richard, Hunslet, York, Greengrocer. Feb 5 at 4 at offices
 of Gemmell, Albion st, Leeds. Watson, Leeds
 Walker, George, South Bank, York, Builder. Jan 31 at 11 at offices of
 Spry, Zealand rd, Middlesborough
 Watson, Henry, Wakefield, Shoemaker. Feb 4 at 11 at offices of
 Scholey and Co, Crown ct, Wakefield
 Webber, William, Roath, Cardiff, Coal Dealer. Feb 6 at 11 at offices of
 Morgan and Scott, High st, Cardiff

Wiedie, Thomas, Nottingham, out of business. Feb 4 at 4 at offices
 of Cockayne, Fletchergate, Nottingham
 Westbrook, James, Alderwood, Haute, Grocer. Feb 4 at 3.30 at offices
 of Watts, High st, Southampton
 Williams, Edward, Llanfyllini, Carnarvon, Draper. Feb 3 at 2 at
 Queen's Hotel, Chester. Jones and Roberts, Carnarvon
 Willis, Henry John, Birmingham, out of business. Jan 30 at 10.15 at
 offices of East, Temple st, Birmingham
 Wood, William Addison, Ecclehall, Stafford, Innkeeper. Feb 5 at 4
 at offices of Grestrey, Bank chambers, Stafford
 Woodrow, Frederick, High st, Camden town, Wine Merchant. Jan 31
 at 15 at 8, Fleet st. Wood, Argyle st, King's cross
 Woollett, Benjamin William, Derby, Coal Merchant. Feb 3 at 3 at
 Bell Hotel, Sadler gate, Derby. Hextall, Derby
 Worrall, Albert, Bury, Beerhouse Keeper. Feb 8 at 3 at offices of
 Anderson, Garden st, Bury
 Wright, Arthur, Redland, Bristol, Commercial Traveller. Feb 1 at 11
 at offices of Tricks and Co, City chambers, Nicholas st, Bristol.
 Clifton, Bristol

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